

COLLECTIVE BARGAINING AGREEMENT

between
CITY OF BOZEMAN
and
**MONTANA PUBLIC
EMPLOYEES ASSOCIATION**



Fiscal Years 2008 through 2011

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and
MONTANA PUBLIC EMPLOYEES ASSOCIATION

AGREEMENT

This Agreement, made and entered into this 6th day of November, 2007 between the City of Bozeman, Montana, a municipal corporation, hereinafter referred to as "Employer", and the Montana Public Employees Association, hereinafter referred to as "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 City of Bozeman, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. 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

- A. The Employer recognizes the Association as the sole and exclusive representative of all employees within the bargaining units as defined and certified by the Board of Personnel Appeals.
- B. The bargaining unit includes all employees of the City of Bozeman who work at least twenty hours per week or more on a continual basis, excluding supervisors, management officials, confidential employees, professional engineers and engineers in training, and excluding those employees whose positions are included in bargaining units represented by other labor organizations. The bargaining unit excludes seasonal, temporary, short term, and grant funded employees as defined below:

Seasonal: An employee who is designated by the City as seasonal, who performs duties interrupted by the seasons and who may be recalled without the loss of rights or benefits accrued during the preceding season.

Temporary: An employee who is designated by the City as temporary for a definite period of time generally not to exceed twelve months and is not eligible for regular status without applying through the regular process.

Short Term Worker: An employee who is hired by the City to work for not more than 90 days in any calendar year and is not eligible for regular status without applying through the regular process.

Grant Funded: Employees funded by grants which do not expect to be employed more than twelve months.

ARTICLE 2 - DEFINITIONS

Whenever the following words or phrases appear in this agreement, they shall have the meaning assigned to them by this Article. When not inconsistent with the context, words used in the present tense shall include the future; the singular shall include the plural, and the plural shall include the singular.

Exempt Employee: An employee in a position designated as executive, administrative professional, computer specialist and others not subject to the overtime pay provisions of the Federal Fair Labor Standards Act and its regulations.

Non-Exempt Employee: An employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations.

Regular Position: A position designated as a regular position.

Regular Employee: An employee assigned to a regular position. These employees have successfully completed the initial employment period. Except for layoffs and/or reductions in force, regular employees may only be terminated for just cause. Regular employees may appeal dismissal, suspension or other punitive disciplinary actions through the grievance procedure.

Seniority: The length of continuous service as a regular employee since the most recent date of hire with the City of Bozeman. Seniority under this contract applies only to layoffs, recalls, and in hiring decisions when qualifications and capabilities are equal.

ARTICLE 3 - ASSOCIATION RIGHTS

- A. The Association may select not more than six employees to act as representatives and shall immediately notify the City in writing of each such appointment and any changes.
- B. 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 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 investigating or preparing for such activities; and these activities will be conducted outside their normal work schedule.
- C. With prior approval and so as not to disrupt work in progress, the Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relation matters.
- D. The Association may utilize space on bulletin boards currently used for employee notices.

- E. 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 matter.
- F. The Association may be allowed to use the Employer's facilities for Association meetings, contingent upon availability and management approval.

ARTICLE 4 - ASSOCIATION SECURITY

- A. 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.
- B. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Association by such employee for dues or a representation fee. The Employer will remit to the Association such sums within thirty calendar days. Changes in the Association membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least thirty calendar days in advance of such change.
- C. All employees covered by the terms of this Agreement shall, within thirty days of signing of this Agreement, or within thirty days of employment, whichever is later, pay dues or the representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty 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 discharge of the affected employee(s) on the 30th day from receipt by the Employer of the Association's written notice of default and demand for discharge.
- D. The Employer, within thirty 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 such list each month of all new hires.
- E. The Association will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 5 - MANAGEMENT RIGHTS

(In compliance with Section 39-31-303, M.C.A.)

The Association shall recognize the prerogatives of the Employer to manage, direct and control its business in all particulars, in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications and personnel by which the Employer operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; and
7. establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE 6 - NONDISCRIMINATION

The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires the full utilization of the employees' skills and abilities without regard to any prohibited category. Claims of discrimination shall be processed through the procedure provided by the applicable statute.

ARTICLE 7 - PAY AND HOURS

- A. Position Pay Ranges. See Addendum A.
- B. Pay Plan. See Addendum B.
- C. City of Bozeman Supplemental Retirement Program: See Addendum C.
- D. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time.
- E. A regular work day shall normally consist of eight hours of continuous work, including two duty free rest breaks. The employee shall be granted a duty free meal break (sometime around mid-day or mid-shift), the length and scheduling of which will be determined through mutual agreement with the employee and his/her immediate supervisor. The meal break shall be normally without pay unless established otherwise by the Employer.
- F. A regular work week shall normally consist of five regular work days, Monday through Friday, inclusive, totaling 40 hours. The regular work week is not the work week designation required by the Fair Labor Standards Act.
- G. A designated work week shall normally consist of forty hours composed of any five consecutive work days, immediately followed by two days off.
- H. Alternate Work Schedule: The Employer may establish an alternate work schedule wherein forty hours may be worked as straight time in other than five days or eight continuous hour days.
- I. Excluding emergencies, employees placed on a regular or alternative work schedule shall not have their work schedules changed unless given fourteen calendar days notice of the change.
- J. Employees who are scheduled to work 30 hours or more per week and who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of 12 times the regular rate of pay, except for holidays, as enumerated in Article 9, Section C. Each

hour after two 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 work day, scheduled weekend overtime, scheduled staff meetings or scheduled training sessions.

- K. When an employee is officially assigned to temporarily perform all of the primary duties assigned to a higher paid position for a period of forty hours or more over the course of a pay period (24th to 23rd as specified by the timesheet), the employee will receive a stipend of 5% of his or her regular rate of pay for all such hours worked in excess of five work days. However, when such an assignment lasts longer than 20 work days, the employee will for all such temporarily assigned hours thereafter be paid at the pay rate assigned to the higher paid position.

ARTICLE 8 - HEALTH/DENTAL/ VISION INSURANCE

Section 1.

- A. The City will contribute the following amounts toward employee’s health/dental/vision insurance premiums for full time employees.

July 1, 2007 – June 30, 2008
The City of Bozeman will contribute \$671 per month toward employee's health/dental/vision insurance for coverage commencing July 1, 2007 (June deduction) through June 30, 2008. Subsequent years' contributions will be determined through the health insurance committee, subject to Commission approval.
Family coverage: Employees may choose to cover family members, and may also choose to purchase a lower deductible and out of pocket maximum coverage. Costs of these additional coverages will be paid by the employee through payroll deduction.

- B. The City will contribute the following percentages of the individual premium levels for part-time employees:

REGULARLY SCHEDULE HOURS	EMPLOYER CONTRIBUTION
20 hours through 29 hours	50%
30 hours through 39 hours	75%
Individual premium levels are the same premium levels retirees pay for insurance coverage for each of the following categories: Single, 2-party, Family, & Employee/Child.	

Section 2.

Effective July 1, 1996, the City's contribution toward employee's health/dental/vision insurance 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/dental/vision 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 Contribution toward employee's health/dental/vision insurance. This deduction from the employee's gross pay will be paid into a fund maintained to provide health/dental/vision insurance benefits for 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/dental/vision insurance.

Including the City's contribution toward employee's health/dental/vision insurance in the employee's gross pay serves the purpose of augmenting the employee's eventual retirement benefit. 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/dental/vision 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 of pay 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.

ARTICLE 9 - HOLIDAYS

A. For pay purposes, the following shall be recognized holidays for bargaining unit employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's/Washington's Birthdays	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
In lieu of Columbus Day.....	Day after Thanksgiving
General Election Day/personal day	in alternate years
Christmas	December 25

The Library Board of Trustees may establish alternate days for holidays, but in no case shall employees receive fewer holidays without appropriate compensation.

B. The holidays listed in Section A shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section C. Eligible part-time employees shall receive 12 times the regular rate of pay for actual hours worked on a holiday, plus prorated hours at straight time for the holiday, based on the number of hours the employee is scheduled to work during the month. To be eligible for holiday pay, an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday. If a part-time employee suffers a reduction in total hours as a result of a proration in holiday hours, then that employee can make up those lost hours at a different time, within the work week, subject to scheduling of work time by the immediate supervisor.

C. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, he/she will be paid at the rate of 22 times his/her regular rate of pay, or at the employee's option, 12 times his/her regular rate of pay and an alternate day off, to be taken at a

time agreeable to the employee and Employer. Non-exempt full-time employees shall be given the opportunity to select their option on the commencement of their employment and shall be bound by their choice for at least a one year period, unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a prorata basis.

- D. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, 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/her supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro rata basis.

ARTICLE 10 - LEAVES

- A. Jury and Witness Duty: Employees summoned to serve as jurors or witnesses shall be granted leave per Section 2-18-619, M.C.A.
- B. Sick Leave: Employees shall be granted sick leave per Section 2-18-618, M.C.A., and according to the following:
1. Each regular full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days. An employee may not accrue sick leave credits while in a leave without pay status exceeding 15 working days. Regular part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
 2. An employee who terminates employment with the Employer is entitled to a lump sum payment equal to 3 of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the Employer.
 3. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls.
 4. 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.
 5. The Employer may not require a doctor's certification to substantiate sick leave usage from an employee in the bargaining unit unless the employee has been away from work in excess of five days on sick leave or unless the Employer has good reason to suspect

sick leave abuse. A proven abuse of sick leave may result in termination and a waiver of the sick leave cash-out per Montana statute.

C. Annual Leave: It is understood that employees may take annual leave, with prior Management approval, at their individual discretion as long as the execution of this right does not cause an undue burden for the Employer's operation.

1. Each regular full-time employee shall earn annual leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months. Regular part-time employees are entitled to prorated vacation benefits if they have worked the qualifying period. An employee may not accrue annual leave credits while in a leave without pay status exceeding fifteen working days.
2. Annual leave may be accumulated to a total not to exceed two times the current maximum number of days earned annually as of December 31 of any calendar year. Vacation time accrued in excess of the allowable accumulation is not forfeited if it is taken by March 31 of the succeeding calendar year. It is the responsibility of the Employer to provide reasonable opportunity for an employee to use rather than forfeit accumulated leave. If an employee makes a reasonable written request by January 15th to use excess vacation leave before the excess vacation leave must be forfeited, and the Employer denies this request, the excess vacation leave is not forfeited. Instead, the Employer must ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.
3. Vacation leave credits shall be earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of employment with any Montana city, county or state government, regardless if there is a break in service.

YEARS EMPLOYED	DAYS PER YEAR
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years +	24

D. Emergency Leave: Accrued and available sick leave will be allowed for necessary attendance to the illness of a member of the employee's immediate family unless other attendance can be reasonably obtained.

E. Leave Without Pay:

1. 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 agency, the reason for the request, and the employee's work record. The employer may require the employee to utilize unused annual leave or compensatory time prior to authorizing leave without pay.

2. Employees on leave of absence without pay will be responsible for not only their portion of any and all insurance premiums, but also the employer's contribution.
- F. Military Leave: Military leave shall be granted per Section 10-1-604, M.C.A. and Federal Law.
- G. Workers' Compensation Leave: A regular employee injured on the job and eligible for Workers' Compensation benefits shall retain all rights provided by 39-71-317, MCA, and the Family and Medical Leave Act.
- H. The City will comply with federal and state leave laws, as described in the Employee Handbook.
- I. Bereavement Leave: Bereavement leave shall be granted per the provisions of City Policy.

ARTICLE 11 - GRIEVANCE AND ARBITRATION

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.

GRIEVANCE PROCEDURE

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be brought up with the employee's immediate supervisor within five working days of the grievance. The immediate supervisor shall have five working days to respond. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance, and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution.

Step 2. If the grievance is not resolved informally, a formal grievance may be presented in writing within seven working days from the receipt of the immediate supervisor's response to Step 1 to the appropriate Management official. The Management representative at the second step shall have seven working days from the receipt of the grievance to respond in writing.

Step 3. If the grievance cannot be resolved at Step 2, it shall be forwarded to the City Manager. The City Manager shall render a decision within ten working days.

Step 4. If the grievance cannot be resolved at Step 3, the Association shall, within ten working days of receipt of the Step 3 response, notify the City Manager of its decision to take the grievance to final and binding arbitration.

No issue shall be subject to the Grievance and Arbitration, unless the grievance shall allege the breach of an express provision of the Agreement, and a grievance shall be filed, answered and appealed using the form supplied in Addendum D.

RULES OF GRIEVANCE PROCESSING

- A. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- B. 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. Failure on the part of the Employer's representative to answer within the time limits set forth in any step will entitle the employee to advance the grievance to the next step.
- C. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
- D. When the grievance is presented in writing, there shall be set forth both of the following:
 - 1. A complete statement of the grievance and facts upon which it is based. The grievance must state the specific section of the contract alleged to be violated and the remedy sought by the employee.
 - 2. The rights of the individual claimed to have been violated and the remedy or correction requested.
- E. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provision of this contract may not pursue the same grievance under another procedure.

RULES FOR ARBITRATION

- A. Within ten working days of receipt of the Association's notice of its intent to arbitrate a grievance, the Association shall call upon the Montana Board of Personnel Appeals for a list of seven potential arbitrators.
- B. Each party shall be entitled to strike names from the list in alternate order, and the name so remaining shall be the arbitrator. The arbitrator shall render a decision, which shall be final and binding.
- C. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.
- D. The arbitrator may not add to, subtract from or modify the terms of this Agreement.
- E. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

ARTICLE 12 - OVERTIME AND COMPENSATORY TIME

- A. "Nonexempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over forty hours per week. By agreement between the parties, a nonexempt employees may choose to accrue compensatory time in lieu of overtime pay under the following rules:
1. Compensatory time for employees will accrue at the rate of one and one-half hours for each hour of overtime worked.
 2. Compensatory time may not be accrued beyond on 180 hours, which represents not more than 120 hours of actual overtime worked.
 3. An employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.
 4. Upon termination, unused accumulated compensatory time will be paid to the employee at their final regular rate of pay.
- B. The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among the employees in the same work unit and classification where training and ability are sufficient to do the work.
- C. If job related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the FLSA.
- D. No supervisor will regularly perform the work of a bargaining unit employee except in the case of instruction and training, assisting employees, in emergency situations and in the preparation of reports or documents.
- E. The Employer agrees not to block out periods of time during which, by policy, employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the Employer.
- F. Employees may convert 1 or 2 days of compensatory time each year to deferred compensation. Hours will be converted in September of each year, consistent with the sick leave program. The program will commence in FY 95 (hours as of June 30, 1994) which will be converted in September of 1994. The same for subsequent years.
- G. The City may cash out accumulated compensatory credits from time to time with the agreement of the subject employee.

ARTICLE 13 - JOB SECURITY

- A. A six month initial employment period shall be utilized for the most effective adjustment of a new employee and for the elimination of an employee in his/her initial employment period whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance. If the Employer determines at any time during the initial employment

period that the services of the employee in his/her initial employment period are unsatisfactory, the employee may be separated upon written notice from the Employer. The initial employment period may be extended in writing for a period of up to six (6) months if, in the opinion of the Employer, extenuating circumstances dictate.

- B. The Employer may discharge any nonprobationary employee 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 actions. A regular employee may appeal his/her dismissal, suspension or other punitive disciplinary action through the grievance procedure.

ARTICLE 14 - SENIORITY

- A. Seniority means the length of continuous service as a regular employee since the most recent date of hire with the City of Bozeman. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds thirty working days or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost; and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. Seniority shall be revoked upon termination, retirement or discharge for cause.
- B. Qualifications and capabilities shall be the controlling factors in filling new or vacant permanent positions. When qualifications and capabilities are substantially equal, seniority will be used to make the final decision.
- C. Layoff:
 - 1. Layoff caused by reduction in force shall be in order of seniority by job class within a division of the City. Letters of caution, consultation, warning, admonishment and reprimand may also be considered.
 - 2. No regular employee will be laid off as a result of a reorganization unless his/her position is eliminated and no other position within the budget unit for which he/she qualifies is available, or his/her position has been restructured to render the current employee not qualified or capable of performing the new duties and responsibilities.
- D. Layoff Pool: Regular employees who have been notified of a layoff may submit an application to Personnel which will be placed in a layoff pool for recall purposes. Eligible employees must apply to the layoff pool within thirty days from the date of written notification of layoff, or their rights to the layoff pool shall be waived. Applications for the layoff pool will be active for fifteen months. Employees in the layoff pool may apply for any bargaining unit position for which they qualify. Hiring authorities must first consider qualified and capable employees in the layoff pool for open positions in the bargaining unit.
- E. No regular employee shall be laid off while temporary or initial employment period employees with the same qualifications and capabilities are retained.
- F. The Employer shall give regular employees subject to layoff a minimum of fifteen working days advance notice and shall deliver a copy of the notice to the Association.

- G. Essential employees are exempt from seniority rules. The City shall not be required to lay off an individual who has certain unusual working knowledge or is otherwise deemed to be an essential employee.

ARTICLE 15 - VACANCIES AND PROMOTIONS

The following procedures will be observed in the posting and filling of vacant or newly-created permanent positions. The purpose of this system is to inform employees of vacancies and newly-created positions and to afford employees, who are interested and who feel they qualify, an equal opportunity to apply for the vacant or newly-created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

- A. When a vacant or newly-created permanent position is to be filled, the notice will be posted in a specific place designated for job opening notices, and shall state where interested employees are to make application, the cutoff date of application submittal and the minimum qualifications.
- B. The Employer will ensure that all such applications are considered in the selection process. In the event similar qualifications exist, current employees will be selected over non-employees. Members in the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process.
- C. All positions in the bargaining unit shall be posted, per the provisions of this Article, for at least five working days.

ARTICLE 16 - RATINGS AND WARNINGS

- A. Any employee may request, at any time, and shall receive a copy of his/her current class specification.
- B. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either 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.
- C. An employee desiring that any material except annual personnel evaluations, which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure.
- D. Letters of caution, consultation, warning, admonishment and reprimand shall be considered temporary contents of the personnel file of an employee and shall be removed no later than two years after they have been placed in the file, unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or are applicable to pending legal or quasi-legal proceedings. The employee must request, in writing, to purge information from his/her personnel file. However, such removal shall not be deemed as a restriction on the use of such in any subsequent personnel action. Material placed in the personnel files of an employee without conformity with the provisions of this Section will not be used by the Employer in any subsequent disciplinary proceeding involving the employee.

ARTICLE 17 - CONTINUING EDUCATION

Management agrees to implement a continuing education program for interested City employees that will allow each employee to take one class per year in a field related to his/her current position and approved by his/her supervisor. The program will either pay tuition for the class, or allow the class to be taken during working hours without a reduction in the employee's pay. The program is subject to the following additional conditions:

- A. The training requires approval by the department head of the employee's respective department;
- B. Approval must be received in advance;
- C. Granting of either time off or reimbursement for the course will be at the department head's discretion; and
- D. The employee must receive at least an average grade in order to be reimbursed for the class.

ARTICLE 18 - OTHER

- A. Personal Day: The City agrees to provide employees a personal day in non-general election years. That day must be used by June 30, or the day will be forfeited. Employees must be employed by December 31 of the fiscal year to be eligible for the personal day. Employees must receive their supervisor's approval to use the day at least two weeks in advance. The personal day will be prorated for part-time employees, in the same manner as holiday pay.
- B. Swim Passes: The City agrees to allow employees to purchase swimming passes at a discount. The passes will be honored at the Swim Center and at Bogert Pool (Bogert: nights and weekends only). The cost of the passes will be:

Employee.....	\$ 10.00
Employee and family	\$ 35.00

In 2002 – 2003, Swim Center passes are valid from July 1 through August 30th. Effective September 1, 2003, Swim Center passes will be valid from September 1st through August 30th.

- C. A Labor-Management Committee shall consist of three members selected by the City and three selected by the Association. The Committee shall meet at any time either party requests that an issue be considered, and no employee shall suffer a reduction in wages as a result of time spent during such meetings. The Committee may submit to the City Manager a majority and minority report for his/her consideration and action. Should the Manager decide to implement any change involving a mandatory subject of bargaining, upon such notice the parties shall meet at reasonable times and places to bargain over such change.
- D. Financial and Legislative Contingencies: Should the Employer not receive anticipated appropriations or revenues, those portions of this Agreement which are contingent upon availability of financial resources may be opened for renegotiation by the Employer.

- E. If a joint insurance committee is established, the Association will be allowed to appoint at least one member to said Committee.
- F. All Association members will be provided copies of the Employee Handbook; and they will be required to sign, attesting to their receipt of the Handbook. Association members will be notified of any changes in the Handbook. An updated copy of the Employee Handbook will be maintained in each department.

ARTICLE 19 - SEVERABILITY

In the event that 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 decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable shall remain in full force and effect.

ARTICLE 20 - ENTIRE AGREEMENT

- A. The Employer shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, the Employer is not bound by any past practices of the Employer, unless such past practices are specifically stated in this Agreement. The Association and the Employer agree that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement, neither the Employer nor the Association will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.
- B. The parties recognize the right, obligation and duty of Personnel to promulgate rules, regulations, directives and orders from time to time as deemed necessary insofar as such rules, regulations, directives and orders that affect the members of the bargaining units covered by this Agreement are not inconsistent with the terms of this Agreement and are not inconsistent with the laws of the State of Montana and Federal laws.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2007 or upon the final ratification by the parties, whichever is later, and shall remain in full force and effect through June 30, 2011. If one of the parties desires to modify this Agreement, it shall give the other written notice of its intent to do so no sooner than 120 days and no less than 90 days prior to the expiration date to renegotiate this Agreement.

ARTICLE 22 - NO STRIKE/NO LOCKOUT

- A. Neither the Association nor its agents, members or representatives will cause, sanction or take part in any strike, slow down, sympathy strike or any other interference with the Employer's business.
- B. During the term of this Agreement, there shall be no lockouts by the Employer.



In Witness Whereof, the parties hereto have set their hands

this 6th day of November, 2007.

FOR: CITY OF BOZEMAN

FOR: MONTANA PUBLIC EMPLOYEES
ASSOCIATION

/s/ Chris Kukulski
City Manager

/s/ Quinton Nyman
Executive Director

/s/ Stacy Ulmen
City Clerk

/s/ Mark Langdorf
Representative

/s/ Robert Coffin
Negotiations Committee Chairperson

ADDENDUM A – POSITION RANGES

City of Bozeman Beginning July 1, 2007 MPEA Pay Range by Position

In accordance with Addendum B, paragraphs 1A and 1B, the following shall determine the range the City may use in advertising open positions and the compensation the City may offer to newly hired employees.

Job Class	Range	MONTHS IN POSITION ⁽¹⁾					
		<=12 (Market Entry)	13 - 24	25 – 36	37 - 48	49 - 60	61+ (Market)
Accounting Technician II	42	\$2,456.71	\$2,543.42	\$2,630.13	\$2,716.84	\$2,803.54	\$2,890.25
Accounts Payable Clerk	34	\$2,016.34	\$2,087.51	\$2,158.67	\$2,229.84	\$2,301.00	\$2,372.17
Administrative Assistant I	28	\$1,738.68	\$1,800.04	\$1,861.41	\$1,922.77	\$1,984.14	\$2,045.50
Administrative Assistant II	38	\$2,225.65	\$2,304.21	\$2,382.76	\$2,461.31	\$2,539.86	\$2,618.42
Animal Control Officer	40	\$2,338.35	\$2,420.88	\$2,503.41	\$2,585.94	\$2,668.47	\$2,751.00
Assistant Controller	56	\$3,471.26	\$3,593.77	\$3,716.29	\$3,838.80	\$3,961.32	\$4,083.83
Billing Clerk I	26	\$1,654.88	\$1,713.29	\$1,771.69	\$1,830.10	\$1,888.51	\$1,946.92
Billing Clerk II	28	\$1,738.68	\$1,800.04	\$1,861.41	\$1,922.77	\$1,984.14	\$2,045.50
Billing Clerk III	34	\$2,016.34	\$2,087.51	\$2,158.67	\$2,229.84	\$2,301.00	\$2,372.17
Building Inspector I	45	\$2,645.63	\$2,739.00	\$2,832.38	\$2,925.75	\$3,019.13	\$3,112.50
Building Inspector II	50	\$2,993.28	\$3,098.92	\$3,204.57	\$3,310.21	\$3,415.86	\$3,521.50
Code Enforcement Officer	45	\$2,645.63	\$2,739.00	\$2,832.38	\$2,925.75	\$3,019.13	\$3,112.50
Court Clerk	34	\$2,016.34	\$2,087.51	\$2,158.67	\$2,229.84	\$2,301.00	\$2,372.17
Database/Web Developer	55	\$3,386.61	\$3,506.14	\$3,625.67	\$3,745.20	\$3,864.72	\$3,984.25
Engineering Assistant	51	\$3,068.08	\$3,176.36	\$3,284.65	\$3,392.93	\$3,501.22	\$3,609.50
Engineering Inspector	44	\$2,583.22	\$2,674.39	\$2,765.57	\$2,856.74	\$2,947.91	\$3,039.08
Evidence Technician	47	\$2,779.57	\$2,877.67	\$2,975.78	\$3,073.88	\$3,171.98	\$3,270.08
GIS Specialist - Water/Wastewater	52	\$3,144.79	\$3,255.78	\$3,366.77	\$3,477.77	\$3,588.76	\$3,699.75
GIS/CAD Specialist - Draftsman	42	\$2,456.71	\$2,543.42	\$2,630.13	\$2,716.84	\$2,803.54	\$2,890.25
Grants Administrator	40	\$2,338.35	\$2,420.88	\$2,503.41	\$2,585.94	\$2,668.47	\$2,751.00
IT Help Desk/PC Support	42	\$2,456.71	\$2,543.42	\$2,630.13	\$2,716.84	\$2,803.54	\$2,890.25
Landfill Attendant	27	\$1,696.25	\$1,756.11	\$1,815.98	\$1,875.85	\$1,935.72	\$1,995.58
Librarian I (non-supv)	41	\$2,396.79	\$2,481.38	\$2,565.97	\$2,650.57	\$2,735.16	\$2,819.75
Library Aide I	23	\$1,536.73	\$1,590.97	\$1,645.20	\$1,699.44	\$1,753.68	\$1,807.92
Library Aide II	29	\$1,782.17	\$1,845.07	\$1,907.97	\$1,970.87	\$2,033.77	\$2,096.67
Library Assistant	36	\$2,118.41	\$2,193.18	\$2,267.95	\$2,342.72	\$2,417.48	\$2,492.25
Library Technical Services Assistant	41	\$2,396.79	\$2,481.38	\$2,565.97	\$2,650.57	\$2,735.16	\$2,819.75
Lifeguard Instructor III	38	\$2,225.65	\$2,304.21	\$2,382.76	\$2,461.31	\$2,539.86	\$2,618.42
Parking Clerk	28	\$1,738.68	\$1,800.04	\$1,861.41	\$1,922.77	\$1,984.14	\$2,045.50
Parking Enforcement Officer I	29	\$1,782.17	\$1,845.07	\$1,907.97	\$1,970.87	\$2,033.77	\$2,096.67
Parking Enforcement Officer II	35	\$2,066.78	\$2,139.72	\$2,212.67	\$2,285.61	\$2,358.56	\$2,431.50
Parking/Animal Control Officer	29	\$1,782.17	\$1,845.07	\$1,907.97	\$1,970.87	\$2,033.77	\$2,096.67
Planner I	45	\$2,645.63	\$2,739.00	\$2,832.38	\$2,925.75	\$3,019.13	\$3,112.50
Planner II	50	\$2,993.28	\$3,098.92	\$3,204.57	\$3,310.21	\$3,415.86	\$3,521.50
Planning Technician	38	\$2,225.65	\$2,304.21	\$2,382.76	\$2,461.31	\$2,539.86	\$2,618.42
Police Information Manager	43	\$2,518.13	\$2,607.00	\$2,695.88	\$2,784.75	\$2,873.63	\$2,962.50
Police Information Specialist	38	\$2,225.65	\$2,304.21	\$2,382.76	\$2,461.31	\$2,539.86	\$2,618.42
Project Permit Coordinator	44	\$2,581.10	\$2,672.19	\$2,763.29	\$2,854.39	\$2,945.49	\$3,036.58
Project Permit Technician	38	\$2,225.65	\$2,304.21	\$2,382.76	\$2,461.31	\$2,539.86	\$2,618.42
Senior Plans Examiner	56	\$3,471.26	\$3,593.77	\$3,716.29	\$3,838.80	\$3,961.32	\$4,083.83
Workforce Housing Program Administrator	47	\$2,779.57	\$2,877.67	\$2,975.78	\$3,073.88	\$3,171.98	\$3,270.08

⁽¹⁾ Management retains the ability to place new employees at a salary somewhere between "Market Entry" and "Market" based on education, training, experience, related skills, and market competitiveness.

ADDENDUM B – PAY PLAN RULES

1. Position pay rates

- A. Addendum A of this Agreement shows the agreed upon pay rates, effective July 1, 2007 for each covered position. Full time employees will be paid on a monthly basis. Wages paid under this contract will be carried out to 4 decimal places.
- B. New employees will be placed at an entry level rate some where between Market Entry and Market. Management retains the ability to place new employees at a salary rate higher than Market Entry, based on education, training, experience, related skills and market competitiveness.

2. Pay adjustments

- A. On July 1, 2007, wage increases will be a minimum of 2.5% for all members. The Salary Survey will also be implemented according to the target compa-ratios. Target Compa-Ratios are:

- 1. 85% of Market (Market Entry) = 12 months or less in position.
- 2. 88% of Market = 13 through 24 months in position.
- 3. 91% of Market = 25 through 36 months in position.
- 4. 94% of Market = 37 through 48 months in position.
- 5. 97% of Market = 49 through 60 months in position.
- 6. 100% of Market (Market) = 61 months in position.

For someone hired at minimum, it will take five full years to reach Market

B. Effective July 1, 2007:

- 1. All current employees will be placed at a compa-ratio;
- 2. Compa-ratio placements will result in a minimum 2.5% pay increase;
- 3. Current employees who are at or above Market will receive a 2.5% pay increase;
- 4. Pay adjustments will be retroactive to July 1, 2007. These retroactive payments will be only made to MPEA members who are current City employees on October 24, 2007, and will be included in the November, 2007 paycheck. Retroactive payments for employees who have been transferred or promoted since July 1, 2007 will be pro-rated based on time served in each position.

C. On July 1 2008, July 1, 2009, and July 1, 2010:

- 1. For members at or above Market: CPI-U plus 0.75% ($\frac{3}{4}$ of a percent). The CPI used will be the Consumer Price Index for All Urban Consumers/All Items, Unadjusted, 12 month percentage change, December of each year.
- 2. For members below Market = move to the next highest target compa-ratio.
- 3. Members in an initial employment period on July 1st will not receive compa-ratio adjustment until the next July. This does not apply to employees in their initial employment period on the ratification date of this contract.

3. Transfers and Promotions - Current MPEA employees who are promoted or transferred to a position within the bargaining unit will be placed at the same rate of pay or at Market Entry pay for the new position, whichever is greater.
4. Demotions:
 - Employees who are demoted to a position within the bargaining unit as a result of disciplinary action shall be placed at the Market Entry pay of the new position;
 - Employees who request and receive a voluntarily demotion to a position within the bargaining unit shall be placed at a salary rate somewhere between entry and mid-point depending the employee's current rate of pay, education, training, experience, related skills, and market competitiveness.
5. If Management makes changes to an incumbent's position that results in a significant change in required knowledge, skills and abilities, the parties shall meet and confer about compensation.
6. New positions: Should any new Union positions be established, the City's Human Resources Director will apply the salary range assignment principles of the salary survey and, in consultation with the City's Payroll Officer, recommend a salary range for the new position. The Association will be consulted with the results of this process.
7. Certification Pay: Building Inspectors and Plans Examiners shall receive, in addition to their regularly established monthly pay, a pay enhancement for each required certification, as follows:
 - A. Building Inspectors - A 4% pay enhancement upon receipt of each of the following: ICC Commercial Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, and IAPMO Plumbing Inspector. A maximum pay enhancement of 16% is available for Building Inspectors.
 - B. Plans Examiners - A 4% pay enhancement upon receipt of each of the following: ICC Commercial Building Inspector, Commercial Electrical Inspector, Commercial Mechanical Inspector, Building Plans Examiner and IAPMO Plumbing Inspector. A maximum pay enhancement of 20% is available for Plans Examiners.
 - C. In addition, any City-funded costs associated with obtaining the required certifications must be followed by a minimum of six (6) months of employment for each required certification. Employees who voluntarily resign prior to satisfying this service requirement will be required to reimburse the City for its funded costs at a rate of 50% of the actual costs. The costs are prorated based on the employment time served. Employees being released from service during the initial employment period are not subject to recovery of City funded certification costs.
8. The City's Pay for Performance Program shall be administered as follows:
 - A. A performance evaluation system shall be utilized by the Employer in the evaluation of employees covered by this Agreement. The Evaluation form used will be the City's Performance Evaluation Form, a copy of which is available from Human Resources. The

Evaluation system used will be consistent with that described in the City's Performance Appraisal Manual.

- B. When performance evaluations are prepared, the results of the final evaluation shall be transmitted to the employee in the form of a copy of his/her performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and note by signature, retained in the personnel file, that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.
- C. Annual pay adjustments will be granted only upon receipt of an Overall Performance Rating of "Meets Expectations" or better on the employee's annual performance appraisal. For purposes of this section, if a Supervisor fails to complete the evaluation in a timely manner, it will be treated as an overall Rating of "Meets Expectations".
- D. Employees who receive an overall performance rating of less than "Meets Expectations" may appeal their evaluations. A request to appeal the evaluation results shall be sent, in writing, to the MPEA Business Representative with a copy to the City's Human Resource Director within five (5) working days of receipt of the evaluation.

ADDENDUM C
SUPPLEMENTAL RETIREMENT PROGRAM

PROGRAM DESCRIPTION

1. Employees are allowed to move portions of their sick leave balance from sick leave to one of the City's qualified deferred compensation plans. Sick leave hours converted to a deferred compensation plan will be paid at 75 percent of the employee's hourly rate at the time the hours are converted. This will occur during the month of September of each year and cover hours as of June 30 of that year. Employees will not be able to take the hours in the form of cash for current uses. Employees' remaining sick leave balances will continue to be paid at 25 percent of the employee's hourly rate at retirement or termination.

2. Sick leave hours eligible to move to a deferred compensation account are subject to the following restrictions:
 - A. Employees may not move sick leave hours if they do not have a minimum of two years' sick leave accrual (192 hours) 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.

 - B. The amount of sick leave eligible to move to a supplemental retirement account will be determined on an annual basis as of June 30 of each year.

 - C. The amount of sick leave eligible to move to a supplemental retirement account equals: Sick leave accrual for the fiscal year (normally 96 hours) minus sick leave hours used during the fiscal year minus 48 hours equals the number of hours eligible to move to a supplemental retirement account (may not be less than zero).

Example: A full-time employee uses 1 day (8 hours) of sick leave during the year. That employee would be eligible to move 40 hours from his/her sick leave balance to a supplemental retirement account at the end of the fiscal year. 96 (sick leave accrual) - 8 (sick leave used) - 48 (required to go toward sick leave accrual) = 40 hours. This example assumes that the employee has a sufficient sick leave balance so that the movement of 40 hours out of sick leave will not cause the balance to fall below 192 hours. The employee will only be able to move as many hours as will result in his/her sick leave balance to be 192 hours.

3. The annual election to convert sick leave hours into deferred compensation under this program is irrevocable. Once sick leave hours are converted, they can not be "purchased back" for use as leave at a future point in time.

4. Employees with existing supplemental retirement bank hours must make an election in September 2007 to either 1) convert those hours into a qualified deferred compensation plan, or 2) return them to their existing sick-leave bank. Conversions to a deferred compensation plan will be done at 75 percent of the employees current hourly rate and conversions to an existing sick-leave bank will be done hour-for-hour. If an employee election under this part results in the employee exceeding the IRS annual maximum for contributions to a deferred compensation plan, the employee will be allowed up to 2 additional years to complete the conversion.

ADDENDUM D - GRIEVANCE REPORT FORM

CITY OF BOZEMAN	GRIEVANCE REPORT FORM	Page 1 of 2
Grievant: _____	Date of Grievance: _____	
STATEMENT OF GRIEVANCE:		
A. _____ _____		
Contract Provision Violated: _____		
B. _____ _____		
Contract Provision Violated: _____		
C. _____ _____		
Contract Provision Violated: _____		
use additional sheets if necessary		
ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}		
A. _____		
B. _____		
C. _____		
Grievant's Signature: _____ Date informally discussed with Immediate Supervisor: _____		
IMMEDIATE SUPERVISOR'S RESPONSE:		
A. _____		
B. _____		
C. _____		
Immediate Supervisor's Signature: _____ Date given to Grievant: _____		
GRIEVANT'S RESPONSE:		
A. _____		
B. _____		
C. _____		
Grievant's Signature: _____		
Date given to Appropriate Management Official: _____		

APPROPRIATE MANAGEMENT OFFICIAL'S RESPONSE:

A. _____

B. _____

C. _____

Appropriate Management Official Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature: _____ Date given to City Manager: _____

CITY MANAGER'S RESPONSE:

A. _____

B. _____

C. _____

City Manager's Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant's Signature: _____ Date given to City Manager: _____

This grievance is being submitted to arbitration.

Association President's Signature: _____ Date given to City Manager: _____