

**COLLECTIVE
BARGAINING
AGREEMENT**

between

CITY OF BOZEMAN

and

TEAMSTERS LOCAL UNION NO. 2

FY 2024 - FY 2026

July 1, 2023, through June 30, 2026

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AGREEMENT

This Agreement is made and entered into this 10th day of July 2023, by and between the City of Bozeman, Montana, hereinafter referred to as the "City"; and the Teamsters Local Union No. 2, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, Bozeman, Montana, hereinafter referred to as the "Union", collectively referred to as "Parties". It is agreed as follows:

ARTICLE 1: RECOGNITION

The City recognizes the Union signatory hereto as the exclusive representative of all maintenance employees who are subject to the terms of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions, and all other conditions of employment. Parties recognize that this is a Maintenance and Service Agreement only and that the City has the right to assign work covered by this Agreement without regard to Union jurisdiction.

ARTICLE 2: SCOPE OF AGREEMENT

- A. The terms herein shall govern the wages, hours, and working conditions of employees employed by the City as follows:
- B. Any employee who works as a maintenance or service employee in the Police Department, and in the Streets, Parks, Facilities, Cemetery, Forestry, Solid Waste, Water, Wastewater, Water Reclamation, and Water Treatment Plant divisions of the City, excluding Superintendents, Assistant Superintendents, and confidential clerical employees. The City may periodically require the above-mentioned excluded employees to perform such work on infrequent or emergency basis. Divisions are shown below:

DIVISION	Streets	Solid Waste	Parks & Recreation	Water & Sewer	Water Treatment	Water Reclamation	Facilities	Police
SUBDIVISION	Streets	Collection	Parks	Water & Sewer	Water Treatment	Water Reclamation	Building Maintenance	Vehicle Maintenance
	Signs	Recycling	Cemetery	Meters				
	Vehicle Maintenance		Forestry					

- C. Exclusions: This Agreement shall only apply to regular full-time maintenance and service employees and is not intended to cover temporary, short term, or seasonal employees, nor part-time employees who are employed for not more than six (6) calendar months or 1,040 hours within a 12-calendar month period.

D. Union Security

1. To assist the employees covered by this Agreement as a group in meeting the costs of planning, negotiating, and administering this Agreement and in protecting and promoting their interests, each employee **may voluntarily join or cease membership of the Union by written request to the Union. The City agrees to deduct dues from employees who voluntarily sign up for membership into the Union.** The City will notify the Union of all terminated and newly hired personnel. The Union will defend and hold harmless the City and its administrators from any suit over the deduction and use of Union dues and fees.
2. Contracting: The City reserves the right to contract any work. Any contracting of work will not result in the lay-off of more than four (4) employees.

E. Management Rights

Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs 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 nonproductive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

ARTICLE 3: NONDISCRIMINATION

Neither the Union nor the City shall discriminate based on color, race, religion, sex, sexual orientation, gender identity, gender expression, creed, age, marital status, national origin, political ideas, Union affiliation, or disability. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.

Parties recognize that diversity is an ongoing commitment to the entire workforce that benefits both our workers and our citizens. Parties support the vision for gender and ethnic diversity across the City, including within the Teamster work group. Parties share a desire to increase diversity and retention of **all** employees in **traditional** and non-traditional roles, including those represented by the Union.

ARTICLE 4: DRUG AND ALCOHOL-FREE WORKPLACE

Employees may not be under the influence of, or impaired by, drugs or alcohol while on duty. Employees thought to be under the influence will be subject to reasonable suspicion testing. Violation of this policy may result in disciplinary action up to and including termination and may have legal consequences.

All supervisors shall receive training on reasonable suspicion. If a supervisor reasonably suspects that an employee is under the influence of drugs or alcohol, they will ask another supervisor to confirm the suspicion prior to subjecting the employee to drug and/or alcohol testing.

Employees who are involved in workplace accidents resulting in equipment damage of \$1,500 or more or any type of physical injury, shall be subject to post-accident drug and alcohol testing.

ARTICLE 5: PROBATIONARY PERIODS & SENIORITY

A. Probationary Periods

1. The first time an employee enters a position represented by the Teamster bargaining unit, they will be subject to a 12-month probationary period. The 12-month probationary period will be repeated anytime there is a break in service from the Teamster bargaining unit.
2. Employees who are transferred, demoted, or promoted within the bargaining unit shall be subject to a six-month probationary period.
3. Probationary periods may be extended in accordance with the City's Employee Handbook, for a period not to exceed six (6) months.
4. Once an employee has successfully completed the probationary period for the current position, the City shall not dismiss without just cause.
5. Disciplinary action will be taken in a reasonable and timely manner appropriate to the situation.

B. Seniority

For purposes of this Agreement, the term "division" shall refer to each division as specified in Article 2 above.

1. Seniority shall be a factor of consideration in matters of reduction of workforce and recall, but only within each division.

Preference Period: The City shall maintain a roster of employees who have been laid off due to a reduction in force and offer reinstatement on a "last out, first in" basis by skill match and job classification. An employee shall be reinstated to the same position, or a position they qualify for if a vacancy occurs during the employee's two (2)-year preference period. Specific reinstatement offers shall be made to the employee by certified mail. The employee must accept or reject the reinstatement offer in writing within 10 working days following receipt of the offer. If a reinstatement offer is rejected by the employee, the employee loses all rights to the employment offered. Such rejection ends the preference period. The employee must keep Union and the City apprised of their address at least once every six (6) months during the preference period, or the employee will lose their preference.

2. Whenever a job vacancy occurs within a division, the City shall post the job internally for seven (7) calendar days, seeking applications from current employees. In examining those applications, the City shall first consider an applicant's qualifications for the job. Secondly, the City shall give due consideration to a division member applicant's seniority and, thirdly, to a bargaining unit

member applicant's seniority. If qualified applicants are not found within, applications will be sought in accordance with the City's Employee Handbook.

3. If the job vacancy is filled by a division member or bargaining unit member, the employee shall retain seniority for purposes of determining pay and benefits. An employee who transfers from one division to another division will not retain seniority with regard to call outs, scheduled overtime, and reduction of workforce.
4. The City may, in the case of illness or similar emergency situations, fill temporary vacancies without regard to seniority.
5. Seniority Roster: A seniority roster shall be maintained in each division for the purpose of emergency call out and scheduled overtime and shall comply with Article 10. For the purposes of this subsection, scheduled overtime does not mean an extension of a current shift. In the event of an emergency call out, the senior qualified employee will be given the first option of responding to the call. For the purpose of this sub-section the senior qualified employee does not include employees who are on sick leave or administrative leave. Each division Superintendent shall post a written seniority roster in a location within their office that is accessible to every employee. This seniority roster shall be updated within three (3) working days of the date that an employee leaves or is hired in order to keep it current. Should there be no disagreement with a posted seniority roster issued to by the City in writing (from an employee) within 20 calendar days from the first posting date, or in the case of employees on leave at the time of posting, 20 calendar days from the date the employee returns, all information on such roster shall be deemed correct unless changed by mutual agreement by the Parties.

C. Training

The City shall make an effort to train inexperienced personnel, within a worker's assigned division, on all types of work and equipment covered by this Agreement, so as to provide qualified personnel to fulfill the needs of the City. If an employee requests and receives cross training and later refuses assignment to the position for which they were trained, the City can deny additional cross training requests made by that employee. The employee may also be subject to disciplinary action up to and including discharge for this waste of City resources.

ARTICLE 6: HOURS & OVERTIME

A. Overtime

1. Employees whose current schedules call for five (5), eight (8)-hour work periods will receive overtime for any time worked in excess of eight (8) hours per day;
2. Employees whose current schedules call for four (4), 10-hour work periods will receive overtime pay for any time worked in excess of 10 hours per day;
3. Employees who are scheduled to work other than a "five-eight (5/8) or "four-10" (4/10) schedule will receive overtime pay for any time worked in excess of 40 hours per work week;
4. Overtime hours shall be compensated at a rate of time and one-half (1 ½) the employee's regular rate of pay.

5. Scheduled overtime is work that is scheduled outside an employee's normal workday and when a minimum of 12 hours' notice is provided to the employee. Scheduled overtime shall be paid as overtime, as described above, provided the employee's compensable time is in excess of 40 hours.
6. Pay for holiday hours not actually worked shall not be considered time worked for the purposes of calculating overtime, with the exception of scheduled overtime described above.
7. Scheduled Overtime Call Off Pay. Where employees are scheduled to work overtime on a weekend or holiday and are called off work with less than two (2) hours' notice from the scheduled start time, these employees will be paid two (2) hours "Call Off Pay", at time and one-half (1 ½) their regular rate of pay.

B. Nothing contained herein shall be construed to establish a guaranteed workday or work week.

1. Should the City initially establish an alternate work week for any subdivision or division that currently has a Monday through Friday primary work week, said alternate work week will be offered by seniority and, if not filled, will be assigned in reverse order of subdivision seniority. Alternate work weeks will be scheduled five (5) consecutive days with two (2) consecutive days off, or, four (4) consecutive days with three consecutive (3) days off.

C. Rest Periods

Employees shall be granted rest periods of 15 minutes duration without loss of pay during each scheduled four (4) hour work period. Employees will be allowed to take their break in a place where sanitary facilities are available. The time and place are to be approved by the Division Head, or designee, prior to the crews' departing the shop area in the morning and in the afternoon. The length of the break, including any travel time, shall not exceed 15 minutes.

E. Sick leave shall be considered as time worked for the purposes of calculating overtime.

F. Change in Work Schedule

1. A 24-hour notice is to be given to any employee when practical prior to a change in the normal work shift. If less than 12-hour notice is given, the first shift of the new work shift will be paid at time and one half (1 ½) the employee's regular rate of pay.
2. On any schedule change, a two (2)-week notice shall be provided to the employee. For purposes of this paragraph, a schedule change is defined as a change in work week assignment. Examples of a change in schedule include a change from a five (5) day, eight (8)-hours per day work week to a four (4)-day, 10-hours per day work week, or a change from a Monday to Friday work week to a Wednesday through Sunday work week.

G. Leave Without Pay

Any employee may request a leave of absence without pay, in accordance with the City's Employee Handbook.

The City agrees to grant necessary and reasonable unpaid time off, without discrimination or loss of

seniority rights, to any employee designated by the Local to attend a labor convention or to serve in any other capacity on (non-City-related) official Union business.

Consideration shall be given to the number of employees affected in order that there shall be no disruption to the City's operation due to lack of available employees, with a maximum of two (2) employees on Union business at any time.

ARTICLE 7: WAGES & PAY RULES

A. Base Wages

As of January 1, 2020, pay will be paid for 173.33 base hours every month. Base hourly wages for all employees represented by this Agreement shall be paid as follows:

Effective July 1, 2023, employees shall be paid base hourly rates in accordance with the schedule below. Increases to base pay for the duration of this Agreement will occur on July 1 of each year.

No employee of the City, covered by this Agreement shall suffer a reduction of wages when transferring from one division to another division in the event of a subdivision and/or division being removed from a Division by the City or in case of a layoff, or when temporarily transferring from one division or job level to another.

Level	Position	FY24 Hourly	FY25 Hourly	FY26 Hourly
L1	Facilities Custodian Waste Oil Attendant	\$23.81	\$25.00	\$26.25
L2	Cemetery Service Worker Parks Service Worker Forestry Service Worker	\$27.38	\$28.75	\$30.19
L3	Streets Operator Solid Waste Operator Facilities Worker I	\$29.61	\$31.09	\$32.64
L4	Water/Sewer/Stormwater Operator I WRF Operator I WRF Maintenance Operator I WTP Operator I Facilities Worker II	\$30.23	\$31.74	\$33.33
L5	Mechanic I Sign & Signal Operator I	\$31.74	\$33.33	\$34.99
L6	Water/Sewer/Stormwater Operator II WRF Operator Lab II WRF Maintenance Operator II WTP Operator II	\$34.45	\$36.17	\$37.98
L7	Mechanic II Sign & Signal Operator II	\$36.18	\$37.99	\$39.89

The above rates have been increased to include a \$208 clothing allowance.

ARTICLE 8: LONGEVITY PAY

Employees are entitled to longevity pay in addition to their base pay at a rate determined by the schedule below per hour for each additional year of service. Employees will receive additional longevity increments at the beginning of the pay period in which their anniversary date occurs.

Year	Per Hour	Year	Per Hour
1	\$ 0.10	16	\$ 1.60
2	\$ 0.20	17	\$ 1.70
3	\$ 0.30	18	\$ 1.80
4	\$ 0.40	19	\$ 1.90
5	\$ 0.50	20	\$ 2.00
6	\$ 0.60	21	\$ 2.10
7	\$ 0.70	22	\$ 2.20
8	\$ 0.80	23	\$ 2.30
9	\$ 0.90	24	\$ 2.40
10	\$ 1.00	25	\$ 2.50
11	\$ 1.10	26	\$ 2.60
12	\$ 1.20	27	\$ 2.70
13	\$ 1.30	28	\$ 2.80
14	\$ 1.40	29	\$ 2.90
15	\$ 1.50	30+	\$ 3.00

ARTICLE 9: FOREPERSON & LEAD WORKER

A. Lead Worker Functions

1. Takes the lead and provides direction to workers in their group, while performing the same duties as other workers;
2. Receives instructions and work specifications from a supervisor and transmits them to workers;
3. Motivates workers to meet production standards;
4. Helps workers or supervisor to solve work problems;
5. Regularly performs all tasks of workers in the group;
6. May assign and explain tasks to workers;
7. May inspect machines, equipment, incoming materials, and completed work;
8. May record information, such as time and production data.

Lead workers are not responsible for final decisions regarding quality and quantity of work produced or for personnel actions, such as releases, transfers, upgrading, or disciplinary measures. Lead worker functions are secondary to the work duties the employee performs.

B. Foreperson Functions

1. Supervises and coordinates activities of workers engaged in one or more activities;
2. Studies production schedules and estimates hour requirements for completion of the job assignment;
3. Interprets City policies for workers and enforces safety precautions;
4. Interprets specifications, blueprints, and job orders for workers, and assigns duties;
5. Establishes and adjusts work procedures to meet production schedules using knowledge of capacities of machines and equipment;
6. Recommends measures to improve production methods, equipment performance, and quality of work;
7. Suggests changes in working conditions and use of equipment to increase efficiency of shop, department, or work crew;
8. Analyzes and resolves work problems, and assists workers in solving work problems;
9. Initiates or suggests plans to motivate workers to achieve work goals;
10. Recommends or initiates personnel actions, such as promotions, transfers, hiring, discharges and disciplinary actions;
11. May train new workers;
12. Maintains time and production records;
13. May estimate, requisition and inspect materials;
14. May confer with other Forepersons to coordinate activities of individual departments;
15. May confer with workers' representatives to resolve grievances;
16. May set up machines and equipment;
17. When supervising workers engaged chiefly in one occupation or craft, is required to be adept in the activities of the workers supervised;
18. When supervising workers engaged in several occupations, is required to possess general knowledge of the activities involved.

C. Conditions for Designation as Lead Worker or Foreperson

1. Superintendents shall retain and exercise the right to appoint employees to the position of Lead Worker or Foreperson. Lead Worker and Foreperson designations may be removed with a rating of less than "meets expectations" on a semi-annual development discussion. Designations will be removed effective on the date the semi-annual development discussion is finalized.
2. Employees temporarily or seasonally designated as a Lead Worker must perform the functions of a Lead Worker for more than 40 hours in any calendar month to earn entitlement to Lead Worker pay.
3. The employee's supervisor shall make a brief evaluation of the employee's performance, which shall be retained in the employee's personnel file for consideration in making future appointments to a higher level.

D. Lead Worker and Foreperson Pay

1. Lead Worker: Employees designated as Lead Worker shall receive four percent (4.0%) above their base rate of pay.
2. Foreperson: Employees designated as Foreperson shall receive 11.0% above their base rate of pay.

ARTICLE 10: EMERGENCY CALL OUT

A. Emergency Call Out Procedure

1. The need for an emergency call out and/or overtime shall be at the discretion of the Superintendent. Senior qualified employees shall be utilized for emergency call outs and/or overtime, as determined by the Superintendent.
2. If the call out and/or overtime cannot be filled within the applicable subdivision, the Superintendent shall attempt to fill it from within the division. If it cannot be filled from within the division, the Superintendent shall select the next most appropriate division. The Superintendent of that next division shall offer the call out and/or overtime to senior, qualified employees within the entire division, at their discretion.
3. Authority under this section may be provided to the Assistant Superintendent, at the discretion of the Superintendent.

B. Emergency Call Out Pay

1. If an emergency call out can be resolved remotely, the employee shall be paid for their time worked in 15-minute increments at a rate of time and one half (1 ½) their regular rate of pay.
2. When an emergency call out cannot be resolved remotely, requiring the employee to respond to the worksite (or other applicable location), the employee shall receive a minimum of two (2) hours of emergency call out pay, paid at a rate of two (2) times their regular rate of pay.
3. When an emergency call out ends before the employee's next regular shift begins, the employee shall be paid for two (2) hours paid at a rate of two (2) times their regular rate of pay. Each succeeding hour of the employee's next regular shift will be paid at time and one-half (1½) times the regular rate of pay regardless of the accumulation of 40 compensable hours.
4. When an emergency call out extends into the employee's next regular shift the first two (2) hours will be paid at two (2) times the employee's regular rate of pay, with each succeeding hour paid at time and one-half (1½) the employee's regular rate of pay. The total number of paid hours following the initial two (2) hours will be at least the number hours of the employee's regular work shift (8 or 10 hours) regardless of the accumulation of 40 compensable hours.
5. Emergency call out does not apply as a shift or schedule change, described in Article 6, Paragraph H, below.

ARTICLE 11: STANDBY PAY

Standby pay is provided to ensure employees are available and able to work in emergency situations. Employees assigned, per division roster bids, to be on standby, shall receive standby pay for two (2) hours in every 12-hour period or major portion thereof. This includes those employees assigned by their supervisor to monitor a communication device.

Standby pay is paid at time and one half (1 ½) of the employee's regular rate of pay. If another callout occurs within the 24-hour standby period, emergency call out pay shall apply to those employees on standby.

ARTICLE 12: HEALTH & SAFETY

A. Health and Safety

The health and safety of employees shall be reasonably protected while in the service of the City. Both parties hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

B. Worker's Compensation

The City shall carry workers' compensation (or equivalent) insurance on employees. In the event an employee is receiving workers' compensation benefits in an amount that is less than the net pay they were receiving when they were injured, the City will supplement those benefits with sick leave benefits. The amount of sick leave benefits the City can supplement will be an amount that, when added to the workers' compensation (or equivalent) benefits being received by the employee, will be equal to the net pay the employee was receiving when they were injured. The City's obligation under this provision is limited to the amount of sick leave time that the employee has accumulated.

C. Death Benefit

The City will provide a death benefit, which consists of the full payment of sick and vacation hours in case of death while on the job and acting in the capacity of a City employee. The City will not pay this benefit in case of suicide or murder by spouse or house mate.

D. Swim Center passes are available for the term of this Agreement at:

\$10 for the employee

\$35 for the employee and family living in the same household

These passes are also honored at Bogert Pool during evening hours and on weekends when it is open.

E. The City will continue its Employee Assistance Program for counseling, etc.

F. The City will agree to pay for the cost of inoculations for Hepatitis A and Hepatitis B.

G. Department of Transportation (DOT) required Commercial Driver's License (CDL) Biennial Examinations: The City will pay the costs of these examinations. In order to be eligible under this provision an employee must hold a position requiring a CDL and must use the provider selected by the City to provide these examinations.

ARTICLE 13: CLOTHING & EQUIPMENT

The City will furnish at no cost to the Employee, protective clothing as stated below:

- Regular coveralls to employees working in the Streets Division on the distributor;
- Regular coveralls to designated mechanics;

- The City shall issue approved footwear to employees whose job-related functions require specialized footwear as determined by the Superintendent, with the approval of the Department Director. All footwear provided by the City is the property of the City and shall be returned at separation.
- The City will furnish the following items of clothing or equipment, on an as needed basis, as it has in the past:

Item	Water & Wastewater Divisions	Solid Waste Division	Street & Forestry Division	Park Recreation Divisions	Wastewater & Water Plant Divisions	Facilities Division
Hard Hats	X	X	X	X		X
Rain Coats	X	X	X	X	X	X
Rain Pants	X	X	X	X	X	X
Rubber Gloves	X	X	X	X	X	X
Safety Vests	X	X	X	X		X
Insulated Gloves*	Leather	Leather	Leather	X*		X
Hip Boots	X	X	X		X	
Jackets**					X	
Coverall Or Bib and Coat (weather appropriate)	X	X	X	X	X	X
Laboratory Coat					X	
Safety Glasses	X	X	X	X	X	X

* When flooding skating rinks.

** Only when required to prevent wastewater contamination of worker's clothing.

The above list may not be all inclusive, and an omission on the list shall not preclude the issuance of any item historically issued for the protection of employees or employees' clothing.

ARTICLE 14: VACATION & SICK LEAVE

- A. Vacation leave shall comply with state law.
- B. Sick leave shall comply with state law.
- B. Employees will be allowed to convert sick leave to supplemental retirement or deferred compensation in accordance with the program description below:

Purpose:

1. To reduce the amount of sick leave taken by employees.
2. To reward employees for staying healthy.
3. To discourage abuse of sick leave.

4. To provide a supplement to employee's retirement.

Description:

1. Employees are allowed to move portions of their sick leave balance to one (1) 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 base 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 separation.
2. Employees may not convert sick leave hours if they do not have a minimum of two (2) years' sick leave accrual (192 hours) on the books, nor will they be able to convert any sick leave hours which cause their sick leave balance to fall below 192 hours.
3. 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.
4. 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 0).

Example: A full-time employee uses one (1) day (8 hours) of sick leave during the year. That employee would be eligible to move 40 hours from their 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 their sick leave balance to be 192 hours.

5. The annual election to convert sick leave hours into deferred compensation under this program is irrevocable. Once sick leave hours are converted, they cannot be "purchased back" for use as leave in the future.

ARTICLE 15: HOLIDAYS

- A. Employees are granted the following holidays without loss of pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day (Lincoln's/Washington's Birthday)
4. Juneteenth
5. Memorial Day
6. Independence Day
7. Labor Day
8. Indigenous Peoples' Day
9. State General Election Day*

- 10. Veteran's Day
- 11. Thanksgiving Day
- 12. Wellness Day (day after Thanksgiving)
- 13. Christmas Day

*On off-general election years, employees shall receive one (1) personal day, which must be scheduled a minimum of two (2) weeks in advance, with approval by the employee’s supervisor. Employees must be employed by December 31 of the fiscal year to be eligible for the personal day. Any personal day not taken by June 30 of each year is lost without compensation.

B. Off Schedule During Holiday

Any employee who is scheduled for a day off on an above-listed holiday shall receive a day’s compensation for the holiday, paid at their regular rate of pay. If an employee is on vacation, their vacation time shall not be charged with that holiday.

C. On Schedule During Holiday

Employees who work a holiday will receive:

- 1. Holiday pay plus time worked at time and half (1 ½) their regular rate of pay; or
- 2. Holiday pay plus an alternate day off during the same pay period that the holiday falls in, at a time scheduled by the employee and their supervisor.
- 3. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered as the holiday for purposes of calculating holiday benefits and pay for work performed on a holiday. The employee will receive either holiday benefits for working on the day the holiday is observed or for working on the actual holiday, but not both.

ARTICLE 16: HEALTH/DENTAL/VISION/PRESCRIPTION INSURANCE

A. Employer Health Insurance Contributions

Effective July 1, 2023 (June 2023 payroll deduction), the City will contribute the following amounts for Employees toward health, dental, vision, prescription insurance and other cafeteria plan options.

Coverage	Employer Share
Employee-Only	\$827
Employee & Spouse	\$1,185
Employee & Children	\$1,022
Employee & Family	\$1,667

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

Regularly Scheduled Hours	Employer Contribution
20 hours through 29 hours	50%
30 hours through 39 hours	75%

The City may require employees to pay additional contributions to cover dependents, spouses, and/or domestic partners. Costs of these additional coverages will be paid by the employee through payroll deduction.

During open enrollment each year, employees may select their insurance coverage by choosing from among the plans offered by the City.

Subsequent years' contributions will be determined through the health insurance committee, subject to City Commission approval.

B. Program to Augment Retirement Benefit

Program to Augment Retirement Benefit - Recognizing the previous intent of employees and the City, as reflected in Article 11 Section 2 of the FY2007 – FY2009 collective bargaining agreement, to allow employees to participate in an I.R.C. § 125 plan whereby employees can contribute toward the purchase of health/dental/vision/prescription insurance on a pre-tax basis, and seeking to clarify the employees options under such plan, Article 11 Section 2 of the collective bargaining agreement is hereby retroactively amended to July 1, 1996 as follows:

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

Effective July 1, 2010, regardless of the amount the City contributes toward an employee's health insurance as stated above, the Contribution to an employee's gross pay for purposes of calculating income for retirement purposes will be \$ 480.00 per month.

Any Employee with a hire date after June 30, 2011, will not be eligible to participate in the Program to Augment Retirement Benefit.

ARTICLE 17: GRIEVANCE PROCEDURE

Any alleged violation or misapplication of any of the terms of this Agreement shall be resolved in the following manner. A failure by the employee or representative to adhere to the time limits or the following procedure will render the grievance null and void. A failure by the City to adhere to the time limits or the following procedure will allow the employee or representative to advance the grievance to the next step under the appropriate time limits. **Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the Parties at that step.**

Step 1. Not later than 10 working days from the first event giving rise to the grievance, the employee shall informally discuss the facts of the dispute with the appropriate Superintendent. The Superintendent shall have five (5) working days to respond.

Step 2. If the situation is not resolved after the discussion with the appropriate Superintendent, the matter shall first be submitted to the Business Representative which shall, before filing a formal grievance, determine that the complaint has merit. Not later than 10 working days from Superintendent's Step 1 response, the employee and the Business Representative will submit a written grievance to the appropriate Superintendent. The appropriate Superintendent will respond in writing to the Business Representative not later than 10 working days from the receipt of the written grievance.

Step 3. If the dispute is not resolved at Step 2, the employee and the Business Representative will submit a written grievance to the appropriate Department Head. This grievance will be submitted not later than 10 working days from receipt of the Superintendent's Step 2 written response. The Department Head will respond in writing to the Business Representative not later than 10 working days from the receipt of the written grievance.

Step 4. If the dispute is not resolved at Step 3, the employee and the Business Representative may, not later than 10 working days from receipt of the Department Head's response, submit the grievance, in writing, to the City Manager. The City Manager will respond, in writing, to the Business Representative not later than 15 working days from receipt of the written grievance.

Step 5. If the dispute is not resolved in Step 4, the employee and the Business Representative may, not later than five (5) working days from receipt of the City Manager's response, submit the grievance, in writing to the City Manager, requesting that said grievance be presented to a four (4) person Fact-Finding Panel. Within 15 working days, two (2) individuals will be selected by the Union (one of whom is not a party to the grievance or been involved in processing the grievance) and two (2) individuals will be chosen by the Employer (one of whom is neither involved with the grievance nor supervised by someone involved with the grievance) who will be selected to establish facts, hear witness testimony, and determine whether the grievance should be sustained or denied. Within 15 working days of selection, the Fact-Finding Panel will hear both parties' case. The Fact-Finding Panel shall have the right to fashion a remedy, which will be provided to the parties within five (5) working days of the hearing. In non-disciplinary cases the Union will present their case first.

In the event that the Fact-finding Panel arrives at an agreement, that agreement shall be final. In the event that the Fact-finding Panel is unable to arrive at an agreement, the Fact-finding Panel may elect to either select a fifth member (who shall be agreeable to the City and the Union), or to notify the City and the Union

that a resolution is not possible. If the Fact-Finding Panel selects a fifth (5th) member, the Fact-finding Panel shall again consider the grievance and shall render a decision within 15 days of the date it received the grievance.

If the Fact-Finding Panel determines that resolution is not possible, the Union must, within 10 working days, notify the City of its intent to proceed to arbitration. The Union has an additional five (5) working days to call upon the Montana Board of Personnel Appeals for a list of seven (7) potential arbitrators. These Arbitrators must be included on the National Academy of Arbitrators.

Within 10 working days of receipt of the list, the City and the Union shall meet to select an arbitrator. The winner of a coin toss shall begin the selection process and each party shall be entitled to strike names from the list in alternate order. The final name remaining shall be the arbitrator.

The decision of the Fact-finding Panel or Arbitrator is non-binding. Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the fifth (5th) impartial Fact-finding Panel member, or the arbitrator, will be paid by the losing party, as determined by the decision of the fact-finding panel or Arbitrator.

ARTICLE 18: SAVINGS CLAUSE

If any portion of this Agreement is determined or declared to be contrary to or in violation of any State or Federal law, the remainder of the Agreement shall not be affected or inactivated.

ARTICLE 19: TERM OF AGREEMENT


- A. Reopening: On or before 60 days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, and during such period, the parties hereto shall meet and engage in such negotiations. Both parties agree to re-open contract for “wages only”, if CPI-U adjustment exceeds four percent (4%) for each of two (2) consecutive years.
- B. Renewal: If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this Agreement, as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.
- C. Term: This Agreement shall be effective as of the 1st date of July 2023 and shall remain in full force and effect until its expiration date of June 30, 2026.


ARTICLE 20: FULL AGREEMENT

This contract represents the complete collective bargaining and full agreement by the Parties in respect to rates of pay, wages, hours of employment, and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the Parties for the life of this agreement.

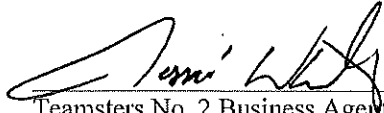
In Witness Whereof, the City and the Union have caused this Agreement to be executed in their names by their duly authorized representatives at Bozeman, Montana, this 10th day of July 2023.

FOR: THE CITY OF BOZEMAN

DocuSigned by:

361F07FD8A924A6...
City Manager
Jeff Mihelich

DocuSigned by:

F41F0005A9475...
City Clerk
Mike Maas

FOR: TEAMSTERS LOCAL UNION #2


Teamsters No. 2 Business Agent
Jessica Wicks