

**COLLECTIVE  
BARGAINING  
AGREEMENT**

*between*  
**CITY OF BOZEMAN**  
*and*  
**TEAMSTERS**  
**LOCAL UNION No. 2**

**FY2020-FY2023 July 1, 2019 through June 30, 2023**

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## AGREEMENT

This Agreement is made and entered into this 7<sup>th</sup> day of August, 2019, by and between the City of Bozeman, Bozeman, Montana, hereinafter called 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 called the "Union". 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 hereof 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.
- 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 calendar months or 1,040 hours within a twelve 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 of 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 sign up for membership into the Union.**

—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. All employees covered by this Agreement will have thirty days from either the date of the signing of this Agreement or date of employment to comply with the provision of Paragraph 1 of Section D of Article 2. New or rehired employees will have thirty calendar days after the date of employment or re-employment in which to comply.
  3. The City agrees to accept and honor voluntary written assignments of Union dues from wages or salaries due and owing employees covered by this Agreement.
  4. 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 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.
- F. Neither the Union nor the City shall discriminate on the basis of color, race, religion, sex, sexual orientation, gender identity, gender expression, creed, age, marital status, national origin, political ideas, or Union affiliation, or disability. This policy does not preclude discrimination based on bona fide occupational qualifications or other recognized exceptions under the law.
- G. Both the Union and the Employer recognize that diversity is an ongoing commitment to the entire workforce that benefits both our workers and our citizens. Both the Union and the Employer support the vision for gender and ethnic

diversity across the City of Bozeman, including within the Teamster work group. Both the Union and the Employer share a desire to increase **diversity and retention** of **all** employees in **traditional** and non-traditional roles, including those represented by Teamsters Local #2.

### **ARTICLE 3: 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.

#### **REASONABLE SUSPICION DRUG AND ALCOHOL TESTING**

Supervisor and Management officials shall receive training on reasonable suspicion. If a supervisor or manager reasonably suspects that an employee is under the effects of drugs or alcohol, he or she will ask another supervisor to confirm a suspicion. Then, the employee will be subject to drug and/or alcohol testing.

#### **POST-ACCIDENT DRUG AND ALCOHOL TESTING**

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

### **ARTICLE 4: SENIORITY & LEAVE OF ABSENCE**

#### **A. Probationary (Initial Employment) Periods:**

1. The first time an employee enters a position included in the Teamster bargaining unit position, s/he will be subject to a twelve (12) month initial employment period (probation). The twelve (12) month initial employment period (probation) will be repeated anytime there is a break in service from the Teamster bargaining unit. This may be extended for up to an additional 6 months under extenuating circumstances. (e.g., extended illness during a probationary period).
2. Employees who are transferred, demoted, or promoted within the bargaining unit shall be subject to a 6 month initial employment period (probation). This may be extended for up to an additional 6 months under

extenuating circumstances. (e.g., extended illness during a probationary period).

3. Upon completion of the initial employment periods (probation) described above, seniority will be recognized from the date of employment within each division.
4. Once an employee has successfully completed the initial employment period for the current position, the employer 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 outlined in Addendum C, attached hereto and made a part hereof.

1. Seniority shall be a factor of consideration in matters of reduction of work force and recall, but only within each division as per Addendum C.

Preference Period. The division 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 he/she qualifies for if a vacancy occurs during the employee's two-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 ten 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 Employer apprised of his/her address at least once every six months during the preference period, or the employee will lose his/her preference.

2. Whenever a job vacancy occurs within a division, the City shall post the job internally for three days, seeking applications from its 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 as per the 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 work force.
  4. The City may, in the case of illness or similar emergency situations, fill temporary vacancies without regard to seniority.
- 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 she/he was 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.
- D. Leave Without Pay: Any employee may request a leave of absence without pay. Leave without pay requests shall be granted as per the Leave Without Pay Policy in the City of Bozeman's Employee Handbook.
- E. Seniority Roster: A seniority roster shall be maintained in each division for the purpose of emergency call out and scheduled overtime and will comply with the guidelines of Addendum C. For 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 between the parties.
- F. The Employer agrees to grant necessary and reasonable time off, without discrimination, loss of seniority rights, unpaid to any employee designated by the Local to attend a Labor Convention or 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 of the Employer's operation due to lack of available employees, with a maximum of two (2) employees on Union business at any one time.

## **ARTICLE 5: GUARANTEES, HOURS & OVERTIME**

### **A. Overtime:**

1. Employees whose current schedules call for five, eight-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, ten-hour work periods will receive overtime pay for any time worked in excess of ten (10) hours per day;
3. Employees who are scheduled to work other than a 5/8 or 4/10 schedule will receive overtime pay for any time worked in excess of forty (40) hours per work week;
4. Overtime hours shall be compensated at a rate of 1 and ½ times the straight hourly rate of pay.
5. Scheduled Overtime is work that is scheduled outside an employee's normal work shift and when a minimum of 12 hours-notice is provided to the employee. Pay will be compensated at a rate of 1 ½ times the basic rate of pay provided the employee's compensable time is in excess of 40 hours.

### **B. Nothing contained herein shall be construed to establish a guaranteed work day or work week.**

1. Should the employer 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 (3) days off.

### **C. Rest Period: Employees shall be granted rest periods of fifteen minutes duration without loss of pay during each scheduled four hours of work. The 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 fifteen minutes.

- D. Emergency Call Out Guarantee: When an emergency call out occurs, the following shall apply:
  - 1. When the Call Out ends before a regular shift begins the employee will be guaranteed two (2) hours paid at double the basic rate of pay. Each succeeding hour will be paid at 1½ times the basic pay rate regardless of the accumulation of 40 compensable hours.
  - 2. When the Call out extends into the regular shift the first two (2) hours will be at double the basic rate of pay, with each succeeding hour paid at 1½ the basic pay. The 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.
  - 3. Emergency call out does not apply as a shift or schedule change, described in Article 4, Paragraph H, below.
- E. Sunday work will be compensated at the regular rate of pay.
- F. Holiday Hours: Holiday hours shall be considered as time worked for computing overtime.
- G. Sick leave shall be considered as work time when computing overtime.
- H. Change in Work Schedule:
  - 1. A twenty four 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 1½ times the straight time hourly rate of pay.
  - 2. On any schedule change, a two week notice shall be given. 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 5 day, 8-hour per day work week to a 4 day, 10-hour day work week, and a change from a Monday to Friday work week to a Wednesday through Sunday workweek.

I. Health and Welfare:

1. 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.

2. 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

This pass is also honored at Bogert Pool during evening hours and on weekends when it is open.

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

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

5. DOT required Commercial Driver's License Bi-annual 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 Physician selected by the city to provide these examinations.

## ARTICLE 6: WAGES AND PAY RULES

- A. Hourly wages for all employees represented by this Agreement shall be paid as follows:
- a. As of 1/1/20 pay will be paid for 173.33 base hours every month.
  - b. Employees hired before 7/1/19, will receive an annual 5% raise for each year of the contract with the following exceptions
    - i. As of 6/30/19 if compensation ratio is 103% then a 2% increase and \$520 one time stipend in year 1, and 5% increase years 2-4
    - ii. As of 6/30/19 if compensation ratio is 106% then a \$1,040 one-time stipend in year 1 and 5% increase years 2-4
    - iii. If hired before 7/1/12 and at level 2 then an annual one time stipend of \$1,040 years 1-4
    - iv. If hired before 7/1/12 and at level 3 then an annual one time stipend of \$1,040 years 1-3 and year 4 1.28% increase.
    - v. Stipend will be paid out in July's payroll of each fiscal year
    - vi. Employees moving from Operator 1 to Operator 2 mid-contract, would be treated as a promotion, and would enter the appropriate matrix for the current year.
  - c. Hired after 7/1/19 Vacancies will be advertised with a range of pay (from the range of the current matrix)
    - i. New employees will be hired at a rate of pay between the minimum and maximum range of the current matrix depending on how they exceed the minimum requirements for the position, as determined by Management.
  - d. Hired after 7/1/19 Pay increases will occur on July 1 of each year.
    - i. Employees hired on or before December 31 will receive their first pay increase on July 1 of the following year.
    - ii. Employees hired on or after January 1 will receive their first pay increase on July 1 of the following year.
      - 1. Example – if Employee A is hired December 31, 2019, they will receive their first pay increase on July 1, 2020. If Employee B is hired January 1, 2020, they will receive their first pay increase on July 1, 2021.

Position	FY 20			FY21			FY22			FY23		
	Step 1	Step 2	Step 3	Step 2	Step 3	Step 4	Step 3	Step 4	Step 5	Step 4	Step 5	Step 6
<b>L1</b> Facilities Custodian	14.80	15.62	16.44	15.62	16.44	17.27	16.44	17.27	18.13	17.27	18.13	19.03
<b>L2</b> Forestry Service Worker Parks & Cemetery Service Worker Waste Oil Disposal Worker	16.61	17.54	18.46	17.54	18.46	19.38	18.46	19.38	20.35	19.38	20.35	21.37
<b>L3</b> Facility Service Worker Solid Waste Operator Streets Operator	18.80	19.84	20.88	19.84	20.88	21.93	20.88	21.93	23.03	21.93	23.03	24.18
<b>L4</b> Water/Sewer Operator I WRF Maintenance Operator I WRF Operator I WTP Operator I Sign & Signal Operator I Mechanic I	19.90	21.01	22.11	21.01	22.11	23.22	22.11	23.22	24.38	23.22	24.38	25.60
<b>L5</b> Water/Sewer Operator II WRF Maintenance Operator II WRF Operator II WTP Operator II Sign & Signal Operator II Mechanic II	22.68	23.94	25.20	23.94	25.20	26.46	25.20	26.46	27.78	26.46	27.78	29.17

\* Matrix applies to hired after 7/1/19

LONGEVITY Month Beginning full Year	Per Hour	Per Month	Per Year
1	\$ 0.05	\$ 8.67	\$ 104.00
2	\$ 0.10	\$ 17.33	\$ 208.00
3	\$ 0.15	\$ 26.00	\$ 312.00
4	\$ 0.20	\$ 34.67	\$ 416.00
5	\$ 0.25	\$ 43.33	\$ 520.00
6	\$ 0.30	\$ 52.00	\$ 624.00
7	\$ 0.35	\$ 60.67	\$ 728.00
8	\$ 0.40	\$ 69.33	\$ 832.00
9	\$ 0.45	\$ 78.00	\$ 936.00
10	\$ 0.50	\$ 86.67	\$ 1,040.00
11	\$ 0.55	\$ 95.33	\$ 1,144.00
12	\$ 0.60	\$ 104.00	\$ 1,248.00
13	\$ 0.65	\$ 112.67	\$ 1,352.00
14	\$ 0.70	\$ 121.33	\$ 1,456.00
15	\$ 0.75	\$ 130.00	\$ 1,560.00
16	\$ 0.80	\$ 138.67	\$ 1,664.00
17	\$ 0.85	\$ 147.33	\$ 1,768.00
18	\$ 0.90	\$ 156.00	\$ 1,872.00
19	\$ 0.95	\$ 164.67	\$ 1,976.00
20	\$ 1.00	\$ 173.33	\$ 2,080.00
21	\$ 1.05	\$ 182.00	\$ 2,184.00
22	\$ 1.10	\$ 190.67	\$ 2,288.00
23	\$ 1.15	\$ 199.33	\$ 2,392.00
24	\$ 1.20	\$ 208.00	\$ 2,496.00
25+	\$ 1.25	\$ 216.67	\$ 2,600.00

1. The above rates include full clothing allowance paid by the city.
2. Protection of Wages: No current employee of the City, covered by this Agreement, shall suffer a reduction of wages due to the implementation of this Article.
3. No employee of the City, covered by this Agreement, shall suffer a change in Matrix, when transferring from one subdivision to another subdivision within a division.  
No employee of the City, covered by this Agreement shall suffer a reduction of wages when:

- A. transferring from one division to another division in the event of a Sub Division and/or Division being removed from a Division by the City or in case of a layoff, or
- B. Temporarily transferring from one division or job level to another.

However, when an employee, voluntarily, permanently transfers divisions, he/she shall be paid at the appropriate pay rate and his/her appropriate longevity step, at the "Hire Rate" as provided in Matrix "A". An employee who transfers from one division to another will not retain seniority with regard to call outs, scheduled overtime, and reduction of work force.

- Employees who transfer divisions within a pay level shall remain within their same Matrix.
- Employees who transfer divisions to a lower pay level shall move to Matrix A
- Employees who transfer division to a higher pay level shall remain within their same Matrix, within the same year pay level.

4. The City will notify the Union of all terminated and newly hired personnel.

- B. Foreperson and Lead Worker: Foreperson and Lead Worker functions, as well as conditions to designation as Lead Worker and Foreperson, are contained in Addendum "A" to this Agreement, which is attached hereto and by this reference made a part hereof and shall be paid in addition to their regular wages;
  - Foreman = additional \$3.00 per hour
  - Leadworker = additional \$1.00 per hour
- C. Stand-by Pay. "Stand-by Pay" will be 2 hours in every twelve hour period or major portion thereof for personnel assigned as per division roster-bids. This includes those personnel assigned by their supervisor to monitor a Stand-by Pay is paid at time-and-a-half and is established to ensure that personnel are available and able to work in emergency situations. All employees called out for an emergency situation will receive the first two hours at double pay. If another callout occurs within the 24-hour standby period, only those employees on standby will receive double pay for the first two hours of subsequent call outs within that period of time.
- E. 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 2 hours' notice from the scheduled start time, these employees will be paid 2 hours "Call Off Pay", at time-and-a-half their normal rate of pay.

## **ARTICLE 7: HEALTH & SAFETY**

- A. Health and Safety: The health and safety of employees shall be reasonably protected while in the service of the City. The City shall carry Workers' Compensation (or equivalent) on employees. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.
- B. Worker's Compensation: In the event an employee is receiving Workers' Compensation benefits in an amount that is less than the net pay he or she was receiving when he or she was 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 receiving by the employee, will be equal to the net pay the employee was receiving when he or she was injured. The City's obligation under this provision is limited to the amount of sick leave time that the employee has accumulated.

## **ARTICLE 8: CLOTHING ALLOWANCE**

The City will pay a clothing allowance of \$208 to each member of the bargaining unit for clothing purchased by them necessary for the performance of their duties. The wage schedule in Article 5 has been increased to include this clothing allowance. Also, see Addendum B to this Agreement, which is attached hereto and by this reference made a part hereof.

## **ARTICLE 9: SICK LEAVE**

Sick Leave shall comply with State law. Employees will be allowed to convert sick leave to supplemental retirement or deferred compensation in accordance with Addendum D, which is attached hereto and by this reference made a part hereof.

## **ARTICLE 10: VACATION**

Vacation shall comply with State law.

## ARTICLE 11: HOLIDAYS

A. Days Off: Employees are granted holidays without loss of pay as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day (Lincoln's/Washington's Birthday)
4. Memorial Day
5. Independence Day
6. Labor Day
7. State General Election Day\*
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving (in lieu of Columbus Day)
11. Christmas Day

\*On off-general election years, the City will allow a personal day which must be scheduled a minimum of two weeks in advance, with the concurrence of the supervisor. 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 be entitled to receive a day's compensation for the holiday. If an employee is on vacation, his/her vacation time shall not be charged with that holiday. Certain divisions may elect to work certain holidays at 1½ times the basic rate of pay plus holiday pay.

C. Holiday pay. Holiday pay is a paid day off. Employees who do not work a holiday will receive only holiday pay. Employees, who work a holiday, will receive:

1. Holiday pay plus time worked at one and a half times the basic 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 his/her 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 12:  
HEALTH/DENTAL/VISION/PRESCRIPTION INSURANCE**

Section 1.

Effective July 1, 2019 (June deduction), the City of Bozeman will contribute:

Coverage	Employer Contribution
Employee-Only	\$734
Employee & Partner	\$958
Employee & Children	\$908
Employee & Family	\$1,244

For full time employees for employee health/dental/vision/prescription insurance and other cafeteria plan options.

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 Commission approval.

Section 2. 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.

Section 3: Part-Time Employee Health Insurance Premiums: The City 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%
Individual premium levels are the same premium levels employees pay for insurance coverage for each of the following categories: Single, Employee & Partner, Employee & Family, & Employee/Child.	

## ARTICLE 13: GRIEVANCE

### Section A. 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 of 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 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 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 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 member, the Fact-finding Panel shall again consider the grievance and shall render a decision within fifteen 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 5 working days to call upon the Montana Board of Personnel Appeals for a list of seven 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 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 14: 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 15: TERM OF AGREEMENT**

- A. Reopening: On or before sixty 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 4% for each of two 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 year terms thereafter.
- C. Term: This Agreement shall be effective as of the 1st date of July, 2019 and shall remain in full force and effect until its expiration date of 30 June, 2023.

**ARTICLE 16: 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 or 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

7th day of AUGUST 2019

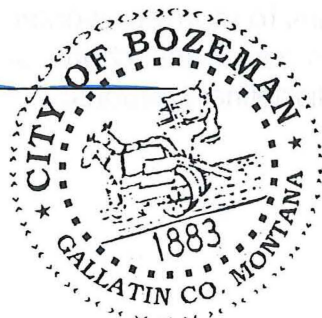
FOR: THE CITY OF BOZEMAN

TEAMSTERS LOCAL UNION #2

[Signature]  
City Manager ACTING

[Signature]  
Teamsters No. 2 Business Agent

[Signature]  
City Clerk



## **ADDENDUM A**

### **A. Lead Worker Functions:**

A worker who takes the lead and gives directions to workers in his/her group while performing the same duties as the other workers.

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

Is not responsible for final decisions regarding quality and quantity of work produced or for personnel actions, such as releases, transfers, upgrading or disciplinary measures. Leader functions are secondary to the work duties he/she performs.

### **B. Foreperson Functions**

1. Supervises and coordinates activities of workers engaged in one or more activities;
2. Studies production schedules and estimates man-hour requirements for completion of the job assignment;
3. Interprets City policies to workers and enforces safety precautions;
4. Interprets specifications, blueprints and job orders to workers, and assigns duties;
5. Establishes or 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, or 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 Foreperson 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 to Designation as Lead Worker

1. The Superintendents of Facilities, Parks and Cemetery, Solid Waste, Street, Wastewater and Water Operations, Water Reclamation and Water Treatment and the Chief of Police of the City shall possess, retain and exercise the right to appoint employees to the position of Lead Worker, and may remove same with just cause;
2. Employees temporarily or seasonally designated as a Lead Worker must perform the functions of a Lead Worker for more than forty hours in any calendar month to earn entitlement to Lead Worker pay.

In addition, the employee's supervisor shall make a brief evaluation of the employee's performance and place same in his or her personnel file for consideration in making future appointments to a higher level.

D. Conditions to Designation as Foreperson

1. The Superintendents of The Superintendents of Facilities, Parks and Cemetery Solid Waste, Street, Wastewater and Water Operations, Water Reclamation and Water Treatment and the Chief of Police of the City shall possess, retain and exercise the right to appoint employees to the position of Foreperson, and may remove same with just cause.

## ADDENDUM B

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

1. The City will furnish regular coveralls to employees working in the Street Division on the distributor;
2. The City will furnish regular coveralls to designated mechanics;
3. The City will furnish leather, non-insulated boots to the two employees on the distributor;
4. The City will furnish the following items of clothing or equipment, on a need 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
Rubber Boots with Steel Toes	X	X	X			
Safety Vests	X	X	X	X		X
Insulated Gloves*	Leather	Leather	Leather	<u>X</u> *		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.



## ADDENDUM C

	STREETS	PARKS & CEMETERY	WATER & WASTEWATER OPERATIONS	WATER PLANTS	WATER RECLAMATION	FACILITIES	SOLID WASTE	POLICE
<b>SUBDIVISIONS</b>	Streets	Parks	Water & Wastewater	Water Plants	Water Reclamation Plant	Building Maintenance	Collection	Vehicle Maintenance
	Signs	Cemetery	Meters				Recycling	
	Vehicle Maintenance	Forestry						

1. Callout procedures –

- a. Need for callout or overtime (management decision)
- b. Wherever the callout or overtime originates, use senior qualified employee in that subdivision
  - i. Superintendent determines “qualified” as it relates to each callout or overtime situation.
- c. If primary (originating) subdivision callout or overtime can’t be fulfilled in that subdivision, then go to whole division.
- d. If callout or overtime can’t be fulfilled within the entire division (after going through each subdivision), then, management selects the next division for callout or overtime opportunity.
- e. Superintendent of next division calls senior qualified employee in **WHOLE DIVISION**.
  - i. Superintendent determines “qualified” as it relates to each callout or overtime situation.

## **ADDENDUM D**

### **CITY OF BOZEMAN, MONTANA SUPPLEMENTAL RETIREMENT PROGRAM**

Purpose of the Program:

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 for a supplement of employee's retirement.

#### 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 cannot 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 2009 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.