

EXHIBIT B

**CITY OF LIVINGSTON
AFSCME LOCAL 2711A
COLLECTIVE BARGAINING AGREEMENT
(FY2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027)**

THIS AGREEMENT, made and entered into this 22nd day of December 2021 by and between the City of Livingston, Montana, which is hereinafter referred to as the Employer, and Local 2711 A of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union; for the purpose of promoting and improving understanding between the Union and the Employer, and its employees of the following departments: Street, Cemetery, Parks, Solid Waste, Water, Wastewater and Sanitary Sewer, relative to: Employer/Employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

WITNESSETH:

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for employees of the City of Livingston, Montana, of the following Departments: Streets, Cemetery, Parks, Solid Waste, Water, Wastewater and Sanitary Sewer excluding supervisory employees as defined by Montana's Collective Bargaining Law.

ARTICLE II- UNION SECURITY

1. MEMBERSHIP INFORMATION

Designated Union representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The City and the Union shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues - such as web-based and/or written information - in those situations where in-person orientation does not occur.

2. STATUTORY RIGHTS/INQUIRIES

The Union and the City agree that the City may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the City shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

EXHIBIT B

ARTICLE III- DUES ASSIGNMENT

Upon written authorization of any employee of the Employer who is covered by this written Agreement, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the Secretary/Treasurer of the Union.

ARTICLE IV - NON-DISCRIMINATION

The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union", provided necessary manpower is available to cover shifts.

It is recognized that employees representing the Union for the purpose of negotiations are acting in behalf of the Union and its members and not in their capacity as employees of the Employer. However, employees representing the Union in these activities shall be given sufficient time during duty hours without loss of pay or other benefits, to perform their duties.

ARTICLE V - EMPLOYMENT POLICY

A. Probationary Period

1. As a new full-time employee, the first six (6) months are a probationary period. During this time the employee will receive instruction in his/her work responsibilities and learn what is expected. The employee shall receive periodic reviews and counseling sessions, as needed, of work performance.
2. Upon successful completion of the probationary period, an employee shall be classified in their appropriate status. For purposes of definition, a full-time employee meets the statutory designation of "permanent employee".
3. If, during the probationary period, the employee does not fill the expectations of the City, the employee may be discharged without further reason. The employee shall be furnished with written notice stating the reasons for discharge or suspension, with a copy to the Union.

B. Summer Temporary Employees

1. A summer/seasonal temporary employee is one who, on a regular or irregular basis, performs seasonal work not to exceed 180 days. A summer/seasonal employee may be eligible for limited benefits.
2. Summer/seasonal temporary employees shall be designated as such at the time of hiring. The seasonal temporary employee shall be subject to the terms of this Agreement during

EXHIBIT B

his employment. Compensation for seasonal temporary employees shall be covered in Addendum "A" of this Agreement.

3. Summer Temporary Employees shall not be used to replace any of the full-time employees.

C. City Policy Manual and City Procedures Manual

It is agreed that where this Agreement is silent, the parties adopt the City of Livingston Policy Manual and the City of Livingston Procedures Manual (to include the most current updates through July, 2016) in existence and dated as noted. Further, if there is a disagreement, the Union or employee may utilize the grievance procedures set out in this agreement (only).

In an effort to expedite and adopt upgrades to the Policy & Procedure manuals, the Union agrees to provide a union member to serve on a review board to be established by the City that will periodically review & update the above listed manuals. The updated manuals will be voted on and ratified or rejected by the Union membership, agreed upon revisions can be included as a letter of addendum to the collective bargaining agreement.

ARTICLE VI - SENIORITY

- A. Seniority means an employee's length of continuous service with the Employer since his last day of hire.
- B. Seniority shall be computed from the date the employee began regular, uninterrupted service with the Employer.
 1. To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority.
 2. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days, will be considered lost time for the purpose of seniority; however, previous employment upon re-employment shall count toward seniority.
 3. To be absent from the job due to active military leave will not affect seniority. Time spent in military service will count towards seniority.
 4. Employees whose seniority dates are the same shall have their respective seniority rank determined by drawing.
 5. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement.
 6. Within thirty (30) calendar days after the date of signing of this Agreement, the Employer

EXHIBIT B

shall prepare and furnish to the Union copies of seniority roster of all employees. Such roster shall at least include: name of employees, assigned department, seniority date and numerical rank assigned.

7. Such roster will be provided only on formal Union request and not more than once a year.
 8. Employees may protest their seniority designation through the usual grievance procedures if they have cause to believe an error has been made.
- C. The Employer shall recognize qualifications and seniority in awarding promotions to the employees when filling newly created or vacated positions the Employer wishes to fill listed in Addendum "A". It is the intention of the parties of this Agreement that the Employer shall select the most qualified applicant for the position. If two or more employees are substantially equally qualified as determined by the Department Head or Foreman, then seniority shall be used as a deciding factor. If there is a difference of opinion regarding the qualifications of an employee, the employee and the Union will meet the Division Head to resolve the issue.
- D. Layoff caused by reduction in force shall be in order of seniority; that is, the employee last hired shall be the first released. Employees who are scheduled to be released shall be given at least fifteen (15) working days' notice. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees, provided the more senior employee has the minimum qualifications for the vacated position to be filled. Should the more senior employee not meet the minimum qualifications, the next most senior employee shall be rehired for the vacated position. The Employer shall notify such employees to return to work and furnish the Union a copy of such notification; and, if the employee fails to notify the employer within fourteen (14) calendar days of his intention to return to work, such employee shall be considered as having forfeited his right to re-employment. Layoffs caused by reduction in force or abolishment of positions shall be in order of seniority, whereby employees affected may place themselves according to their seniority, provided they meet minimum qualifications to perform the position they desire.
- E. No full-time employee shall be separated for purposes of reduction in force while there are seasonal temporary employees employed by the City of Livingston in the same department.

ARTICLE VII - JOB POSTING

- A. When a new position is created or the Employer would like to fill a position covered by this contract, the Employer shall forthwith prepare and furnish the Union Secretary and post in departments and major work areas, a bulletin stating the position open.

All postings for Water Reclamation Facility or Maintenance I positions will be posted for both internal and external applicants simultaneously. Qualified internal applicants will be given preference.

EXHIBIT B

B. Applicants shall be appointed in accordance with Article VI - Seniority, paragraph "C" of this Agreement.

C. When a classification position is abolished, an affected employee may displace the least senior employee in another position, covered by this agreement, provided he meets the minimum qualifications of that position.

D. It is the intention of the Union and the City of Livingston to clarify a training period for transfers/promotions which occur after the initial probationary period for employment has been satisfied.

1. If a full-time employee bids to a position within any department, he will serve a training period up to a maximum of six (6) months at the discretion of the Department Head and the employee's immediate supervisor.
2. If an employee has, on previous occasions, satisfactorily filled the position on the provisional appointment, it would not be necessary for him to serve the training period required in paragraph 1 above.
3. If there is differential pay for the position, upon completion of the training period, the employee shall receive the differential pay retroactive to the date of awarding the position.
4. If an employee has satisfactorily filled the position according to paragraph two above, he shall receive the wage of whatever classification is being filled upon date of change.
5. If, during his training period, the "permanent" employee does not qualify for the position, he shall be able to then bump into his old position.
6. If an employee is transferred to a position which is the same wage or less, he/she shall retain his/her same salary. If he/she is transferred to another department, he/she shall receive the salary reflected by the position entered.

E. It is the intention of the Union and the City of Livingston to clarify probationary status and seasonal employment.

1. If a summer/seasonal temporary or new employee bids to a position within any department he/she will serve a training period up to a maximum of six (6) months at the discretion of the Department Head and the employee's immediate supervisor.
2. If the summer/seasonal temporary or new employee has, on previous occasions, satisfactorily filled the position on a provisional appointment, it would not be necessary for him/her to serve the training period required in paragraph 1 above.
3. If the summer/seasonal temporary or new employee has satisfactorily filled the position

EXHIBIT B

according to paragraph 2 above, he shall receive the wage of whatever classification is being filled.

4. If during the probationary period the summer/seasonal temporary employee does not qualify for the position, he/she shall be able to then bump into his/her old position.

ARTICLE VIII - HOURS OF WORK

- A. Work Day - A standard work day shall consist of eight (8) hours continuous, except for: a normal lunch period not to exceed one {1} hour, in any twenty- four (24) hour period. The work day shall start at 7:00 a.m. and end at 4:00 p.m.
- B. Work Week - A standard workweek shall consist of forty (40) hours composed of any five (5) consecutive work days immediately followed by two (2) days off. The established standard work week shall begin on Monday and end on Friday unless changed pursuant to item C below.
- C. The work day and workweek may be altered as City operations demand by mutual agreement between Management and the Union. An alternative or seasonal schedule may be mutually agreed upon by department and employee or employer and employee.
- D. Rest Periods - All employees shall be granted a fifteen (15) minute rest break during the first four (4) hours of the shift and another fifteen (15) minute rest period during the second four (4) hours of the shift.
- E. All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled during the middle of the shift.
- F. Employees shall be granted a reasonable length of time for personal clean-up prior to the end of each work shift as provided for by the immediate supervisor.

ARTICLE IX - COMPENSATION

A. Salaries, Wages, and Longevity

1. Conditions relative to and governing wages or salaries and extraordinary pay rates are contained in Addendum "A" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein. The Union and City have agreed to the following increases to base wage:

Year One, 2022-2023: increase of \$3,500.00

Year Two, 2023-2024: 3.25%

Year Three, 2024-2025: 3.75%

Year Four, 2025-2026: 4%

EXHIBIT B

Year Five, 2026-2027: 5%

2. Longevity pay benefits shall be 1/2 of 1% (.005) of an individual's monthly base pay per year of service, added to each month's pay for regular employees beginning at date of hire.
3. Applies only to employees attaining 25-29 years of service prior to October 1, 2025: Regular employees beginning their 25th year of service will be compensated at 1% (.01) of their monthly base pay per year of service and added to each month's pay. At the conclusion of the employee's twenty-ninth year of service, that employee's longevity will revert to and be capped at 1/2 of 1% (.005) of the base pay at this time of service. Any wage increases, COLA, or other compensation adjustments will not increase the longevity payment for that employee for the duration of their employment with the City of Livingston.
4. It is mutually agreed between the parties that payment of wages will be made semi-monthly, on the 5th and 20th of each month.
5. Full-time employees shall receive a clothing allowance of \$1,200 per year per employee, without restriction to use, one fourth (1/4) of such sum will be due and payable at the end of each three months. If any employee, covered by this agreement, chooses to receive their stipend through the receipt/reimbursement method they must follow and adhere to all restrictions and regulations that govern that program. Summer temporary employees covered by this agreement will receive the following items, at the beginning of each seasonal employment, in lieu of a clothing allowance: short sleeve T-Shirts w/city logo (2), a pair of leather work gloves (1).

Scale House Attendance receives \$1,200 clothing allowance.

Transfer Station Members received \$2,100 clothing allowance.

(Transfer Stations \$50 monthly stipend has been added into the uniform allowance.)

6. Certifications must be current in order to receive the monthly stipend. If management determines that previously required, and obtained, certifications are no longer necessary, management and the union will mutually agree on certification termination. If it is determined that a certification has lapsed, certification pay will cease until it is in good standing. For this section, "certifications" are licenses formal trainings, and/or certificates and will only be applicable at the listed City departments. The following certifications are paid at the noted flat rate and available in the noted departments:

1C - \$400/ month (water reclamation facility)

Heavy Equipment - \$300/ month (water and street departments)

H2O - \$300/ month (water)

Class A CDL - \$200/ month (water and street departments)

Class B CDL - \$150/ month (every department)

Arborist - \$200/ month (park and street departments)

Rigging - \$25/ month (street and water departments)

EXHIBIT B

Flagging - \$25/ month (every department)
OSHA Safety - \$25/ month (every department)

The following certifications are paid in the following manner: 1st certification = \$100/ month; subsequent certifications = \$75/ month each

Pesticide (parks)
Boiler and/or pool operator (parks)
Backflow Operator (water and water reclamation facility)
Competent Trench (street, parks, water departments)

The following items are to be paid for, by the City of Livingston, as part of the renewal Commercial Driver's Licensing process for required employees:

- Biennial physical certification, or other frequency ordered by a Physician.

When a Commercial Driver's License is required, the employee will pay the actual cost of initially obtaining, renewing, and maintaining the CDL specified by their position description.

7. All employees covered by this agreement shall receive statement of all cert pay, allowances and longevity which figure into the calculation of hourly rate. This report will be provided in August (or as soon as wages reports are updated for the new fiscal year) and in February to include all cert pay, allowances and longevity for the prior calendar year.

B. Overtime

1. Employees required to work in excess of eight (8) hours in any twenty- four (24) hour period or in excess of forty (40) hours in any week will be compensated at the rate of one and one half (1 1/2) times their normal rate of pay for additional time worked.
 - a. Employees working regularly scheduled eight (8) hour shifts shall not receive overtime pay for those hours of the regularly scheduled 8-hour shift. Hours worked in addition to the regularly schedule and completed 8-hour shift shall be paid at the rate of one and one half (1 1/2) times their normal rate of pay for the additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the authorization and direction of proper management authority.
3. Employees shall not be required to suspend work during regular hours to absorb overtime.
4. Overtime shall be paid in fifteen (15) minute increments as follows:

0 to 15 minutes = 1/4 hour
16 to 30 minutes = 1/2 hour
31 to 45 minutes = 3/4 hour

EXHIBIT B

46 to 60 minutes = 1 hour

5. Overtime work shall be distributed as equally as practical to employees doing the same type of work.
 6. When computing overtime, vacation, holidays, but not unauthorized leave without pay, taken during the workweek will be considered as time worked.
 7. Pager or standby time are to be paid at the rate of \$3.00 per hour for the period from 4:00 PM on the last working day to 7:00 AM on the return day of work. The employee using a pager must be available within a pager call distance.
- C. Call Outs - Each and every call-out will be for a minimum of two (2) hours at one and one half (1 1/2) times pay for additional time worked, the employee will be compensated for actual time worked at one and one half (1 1/2) times pay.
- D. Work on Days of Rest - Employees required to work on the second rest day shall be paid two (2) times their regular rate of pay.
- E. Provisional Appointments
1. Defined - Provisional Appointments means a temporary appointment of a full-time employee to fill a position in a classification while the employee assigned to the position is absent. A provisional appointment to fill a vacated classification shall occur by the direction of the proper authority. Provisional Appointments shall commence as soon as an employee steps in for the position defined below. Provisional appointments are limited to Leadman working in the capacity of a Foreman. If an unusual circumstance occurs where no Leadman is available and with the prior approval of the Public Works Director, Provisional Appointment may be available to other qualified staff.
 2. An employee assigned a provisional appointment shall be paid as follows:
 - a. If the position is in a classification of a higher salary grade, the employee shall be paid according to the rules regarding promotions.
 - b. If the position is in a classification of the same or lower salary grade, the employee shall continue to be paid his basic salary rate.
 3. When an employee is assigned a provisional appointment, they shall be given credit for experience and qualifications gained while in the higher classification.
 4. An employee being made a provisional in a higher grade shall receive the higher rate of pay starting with the first day of work.
- F. During an Emergency situation where split twelve (12) hour shifts are in effect, the employees which are working the 6:00 pm to 6:00 am shift may report to work at 1:00 pm after

EXHIBIT B

completing the twelve (12) hour shift on the day which is designated as return to regular scheduled 8 hour non-emergency shifts. Employees shall work from 1:00 pm to 4:00 pm or from 6:00 a.m. to 9:00 a.m. and receive a full 8 hours of straight pay. This is to facilitate a safe return to normally scheduled hours after a time of emergency. This only applies if the following work day is not a regularly scheduled day off.

ARTICLE X - HOLIDAYS

A. Employees shall be granted the following holidays without loss of pay:

1. New Year's Day - January 1
2. Martin Luther King Day - Third Monday in January
3. President's Day - Third Monday in February
4. Memorial Day - Last Monday in May
5. Juneteenth – June 19
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Indigenous People's Day (formerly Columbus Day - Second Monday in October)
9. Veteran's Day - November 11
10. Thanksgiving - Fourth Thursday in November
11. Christmas Eve – December 24
12. Christmas Day - December 25
13. State General Election Day (occurs on Election Day in Even numbered years)
14. Every Day declared a legal holiday by the Chairman of the Livingston City Commission.

B. Employees required to work on holiday will be paid at two (2) times their regular rate of pay in addition to their regular day's pay.

C. A 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. Whenever the day is scheduled, it shall allow a day of in addition to the employee's regularly scheduled day off, provided the employee is in pay status on his last regularly scheduled working day immediately preceding the holiday or on his first regularly scheduled working day immediately after the holiday.

ARTICLE XI - VACATIONS

A. A Full-time employee earns paid vacation as follows:

	Work Day Credit per month	Work Day Credit per year
1 day through 10th year	1 ¼	15
11th year through 15th year	1 ½	18

EXHIBIT B

16th year through 20th year	1 $\frac{3}{4}$	21
21st year and over	2	24

- B. A regular part time employee is entitled to prorated vacation benefits after working the qualifying period of six months.
- C. A temporary employee does not earn vacation leave credits.
- D. Vacation credits may not be accrued to a total exceeding two times the maximum number of days earnable annually at the end of any calendar year. Any accumulation of annual vacation leave in excess of this total at the end of the calendar year must be used in the first 90 days of the next calendar year or be forfeited. Vacations are given for the benefit of the employee and cannot be converted to cash.
- E. An employee must be continuously employed for the qualifying period of six (6) calendar months to be eligible to use vacation leave. Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use annual vacation leave.
- F. A seasonal temporary employee's accrued vacation leave credits may be carried over to the next season if there is a continuing need for the employee or paid out as a lump-sum payment to the employee when the season ends, providing they work the qualifying period. If credits are carried over, employment in two or more seasons is continuous employment and can be counted toward the six (6) month qualifying period, provided a break in service does not occur. A seasonal temporary employee must immediately report back for work by the date and time specified to avoid a break in service.
- G. Employees terminating employment with the City will receive cash compensation for the unused vacation leave accrued, provided the six-month period has been worked. Cash compensation for unused vacation will be paid at the present rate of pay, not including overtime.
- H. Vacations for eligible employees should be scheduled in cooperation with the employee, supervisor, Department Head, and/or Foreman to maintain sufficient workers in each department to meet the needs of the public. Should there be a conflict in scheduling vacations between employees in the same department, the employee with seniority will be given first choice.
- I. Vacation leave must be taken in minimum increments of one-quarter hour. All vacation leave must be approved or denied in writing by the Department Head and/or Foreman.
- J. Any accrued vacation leave which is deemed "use or lose" may be redeemed or sold back for the cash value up to 72 hours. Notice of request to sell back/redeem time must be provided to the Payroll Clerk no later than March 1 of the year it will expire in. Sold time will appear within two pay cycles of submission of request.

EXHIBIT B

ARTICLE XII - SICK LEAVE

- A. Upon termination of employment, an employee will receive a lump-sum cash payment equal to one fourth (1/4) of the pay attributed to the unused sick leave accrued provided the employee has completed the 90-day qualifying period to utilize sick time. Full time employees will be credited with one (1) day per month (8 hours) up to twelve (12) working days per year (96 hours) for sick leave at regular pay. Part time employees receive pro-rated sick leave credit. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Employees may not accrue sick leave while in a leave-without-pay status. There are no restrictions as to the number of hours of sick leave credits that may be accumulated after the qualifying period of 90 continuous days employment has been satisfied.
- B. Sick leave is for the benefit of the employee who is ill and is not intended to be additional time off with pay. Falsification of illness, injury or other authorized claim becomes a cause for termination and forfeiture of the lump sum payment. A doctor's certification may be requested by the City.
- C. An employee may use sick leave credits for: Illness; injury; medical disability; maternity related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child; quarantine resulting from exposure to contagious diseases; medical, dental, or eye examination or treatment; necessary care of or attendance to an immediate family member, or at the City's discretion, another relative, for the above reasons until other attendance can reasonably be obtained; and death or funeral attendance for an immediate family member or, at the City's discretion, for another person.
- D. Unless there is a break in service, an employee only serves the qualifying period once. After a break in service, an employee must again complete the qualifying period to use sick leave. All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period.

Full-time temporary, seasonal, and temporary seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

- E. A seasonal temporary employee's accrued sick leave credits may be carried over to the next season if management has a continuing need for the employee or paid out as a lump sum to the employee when the season ends. If sick leave credits are carried over, employment in two or more seasons is continuous employment and can be counted toward the 90-calendar day qualifying period, providing a break in service does not occur.
- F. Hours in a pay status at the regular rate will be used to calculate leave accrual. Sick leave

EXHIBIT B

credits will not accrue for those hours exceeding 40 in a week that are paid as overtime hours.

- G. A diagnosis of sickness from a qualified doctor must be submitted to the Department Head and attached to the employee's time sheet for any sick leave in excess of three (3) continuous working days. At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. A statement by a licensed physician may also be required to certify that the illness of a family member requires the immediate personal supervision of the employee.
- H. Sick leave utilized due to illness or death in an employee's immediate family is limited to five working days. Immediate family is defined as the employee's spouse, the parents of either spouse, brothers, sisters, children or household dependents, brothers-in-law or sister-in-law, aunts, uncles, and grandparents.
- I. After an employee used all of his/her sick leave and vacation leave days on an extended illness, he/she will be placed on a leave of absence without pay in order that his/her job be held for a period not to exceed 12 months. For worker compensation related accidents, the employee will receive an additional 12 months of hiring preference. During a leave of absence of more than fifteen (15) days, no benefits are accumulated or allowed. The employee has a responsibility of making arrangements for total payment for insurance premiums during any period where no salary or benefits are due.
- J. Chronic, persistent, or patterned use of sick leave may be subject to disciplinary action.
- K. There shall be no duplication of benefits, i.e.; sick leave, worker's compensation payments, vacations, etc., for the same hours.
- L. Sick leave records for all employees will be kept in the Office of the Personnel/Payroll Clerk. Records of employee's who are shared by more than one; governmental unit shall be maintained by that unit that issues the payroll check.
- M. Sick leave must be taken in minimum increments of one quarter (1/4) hour.
- N. An employee who has passed their probationary period, and separates from the City, shall be entitled, upon termination, to cash compensation pay-out for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.
- O. Employees may donate sick leave to another employee, per written request of employee seeking donations. No employee is required to donate sick leave. Sick leave donation policy form is included in the Appendix at the end of the City's Policies and Procedures Manual.

ARTICLE XIII - OTHER LEAVE WITH PAY

EXHIBIT B

- A. Military Leave - The City of Livingston shall comply with all provisions outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA, 38USC Sec. 2021, [4321] et seq) as well as all relevant state laws (to include MCA, 10-2-201 to 10-2-228 et seq) covering members of the Montana Army and Air National Guard. An employee who is a member of the Montana National Guard or any United States military force or Reserve Corps and who has been an employee for a period of six months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year. It can be for attending regular encampments, training cruises, and similar training programs of the military forces of the United States. Employees employed less than six months are entitled to unpaid leave for the purposes listed above. Military leave does not include regularly scheduled drills (Active Duty for Training - ADT). This leave will not be charged against the employee's annual vacation time.

Any part-time employee meeting the above requirements is eligible to receive pro-rated military leave.

B. Jury Service and Subpoena

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward all fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against annual leave, he shall not be required to remit to his Employer any expense or mileage allowance paid him by the Court. Employees shall not lose cumulative benefits because of juror service.
2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the Court.
3. Employers may request the court to excuse their employees from duty if they are needed for the proper operation of a unit of state and local government.

- C. Employees shall be granted leave not to exceed four (4) hours to attend the funeral of fellow employees.

- D. Funeral Leave - Upon the death of a member of the employee's immediate family, an employee may be granted funeral leave, which is a paid leave of absence and is not charged against either the employee's sick leave or vacation leave. Members of an employee's immediate family include spouse, partner, ex-spouse where minor children are in the custody of the surviving spouse, children, fathers, mothers, grandparents, brothers, sisters, and the corresponding 'in-law' relationships.

EXHIBIT B

The funeral leave granted by the City shall be as follows:

1. Employees will be granted 5 total days for bereavement leave.
2. Additional funeral leave may be charged against sick leave or vacation leave upon the prior approval of the City Manager. Consideration for funeral leave for the death of relatives, or friends, other than specifically identified herein will be evaluated on a case-by-case basis by the City Manager but may not qualify for paid leave.

ARTICLE XIV - LEAVE WITHOUT PAY

- A. After satisfactory completion of the probationary period, leaves of absence, not to exceed ninety (90) days may be granted for reasons of bona fide illness, pregnancy, or for other reasons mutually agreed upon with the City. All leaves are to be requested in writing and shall state the reason for the leave and the dates desired. All leaves shall be granted only in writing. Upon expiration of the leave, or upon two weeks notification of the employee's intent to return, the employee will be returned to the original position or one equivalent in the employee's classification. If an employee does not return upon the expiration of the leave, or any authorized extension by the City, the employee shall be considered as having voluntarily given up the position with the City. All appropriate accrued leaves shall be used before a Leave of Absence without pay is granted.
- B. The Employer may grant reasonable leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union". Duly authorized representatives mean members of regularly constituted committees and/or officers of the Union, a list to be supplied to the City Manager.
- C. Any employee subject to this Agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disability certified to by a licensed physician.

ARTICLE XV - WORKING CONDITONS

- A. Separations - Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.
- B. Union Bulletin Boards - The Employer will allow the Union to place union- owned bulletin boards in mutually agreed places in any work area to be used for non-political union business, with the exception of internal union politics, i.e., internal union election notices.
- C. Past Practice - It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adopting of this

EXHIBIT B

Agreement. Any past practice not exercised during the contract term will no longer be considered a past practice.

1. Shop Usage by City Employees - Public Service employees may use the City Shop on Bennett Street, the Utility Employees may use the Utility Shop on Bennett Street and the Parks Department Employees may use the Park Shop for the performance of repairs and light maintenance on personal vehicles and personal lawn mower, chain saws, and boat motors only (oil changes, tune-ups, tire repairs, washing, and other light maintenance). Employees may use non-motorized, non-drivable City equipment such as wrenches, hammers, screwdrivers, and shop-vac, etc., while working in the shop.

Employees may not perform major repairs, which would require a vehicle to remain in the shop overnight. Employees may not use any type of City property such as oil, oil filters, anti-freeze or other fluids for vehicles. Employees may not use motorized or drivable equipment such as loaders, backhoes, bobcats, trucks, or graders, etc.

All personal use of City shop facilities must be approved by the shop foreman in advance. Employees must provide the City with a copy of personal vehicle liability insurance, which shall remain on file in the City office. Presence of any person who is not a City Employee at a city shop or facility during repairs and maintenance activities must be pre-approved by the Public Works Director or his/her designee.

- D. Visits by Union Representatives - The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business; provided the visit does not interrupt the operation of the City.
- E. All regular City employees shall be required to have a home phone or cell phone. Present City employees shall not be required to have a home phone if they presently do not have one.
- F. Employees may live within 30 minutes of the employee's normal reporting place for work provided that the employee make application to the employee's Superintendent and provided that the Superintendent confirms that the home is within 30 minutes of the employee's normal reporting place for work. The application and Superintendent's action shall be documented and placed in the employee's personnel file.
- G. At their own expense, all non-seasonal employees covered by this agreement shall wear a uniform shirt that complies with the following guidelines:
 1. Winter Uniform - Long Sleeve Navy Blue T-Shirt w/Pocket and a logo, in light blue, on the pocket; or a 'polo' style shirt of similar description.
 2. Summer Uniform - Short Sleeve T-Shirt w/Pocket and a logo, in Navy Blue, on the shirtsleeve; or a 'polo' style shirt of similar description.
 3. Management will operate a "city store", for the purpose of assuring that all uniform shirts are of identical quality and type. All employees covered by this agreement, and required to wear the uniform shirt, shall purchase their uniform shirts from the "city store", at an

EXHIBIT B

amount equal to the City's cost for the item(s).

4. Management will determine the exact date(s) on which employees will be expected to change from the summer to Winter uniform, in consultation with Union leadership. All staff will be provided adequate notice of such a transition.

ARTICLE XVI - HEALTH, SAFETY AND WELFARE

- A. The health and safety of the employees shall be reasonably protected while in the service of the employer. The employer shall carry Worker's Compensation on its employees. Employees are required to immediately report all personal injuries received in the course of employment, or as soon as the injury becomes apparent, except where an employee is unable to report due to health circumstances.

1. Any employee who is injured in the performance of his/her duties, so as to necessitate medical or other remedial treatment and render the employee unable to perform their duties shall be paid by the City the difference between the employee's full salary and the amount they receive from Workers Compensation until the disability has ceased, as determined by Workers Compensation, or for a period not to exceed one (1) year, whichever shall occur first. Payment of such a partial salary shall be discontinued if the employee is disabled for an undetermined duration and is granted a disability retirement allowance. If an application for such a retirement allowance is not made by the employee, application therefore may be made by the City Manager. If the City Manager makes such application, it must be supported by a physician's opinion. Whenever, in the opinion of the City, supported by a physician's opinion, the employee is able to perform specified types of temporary light duty, in accordance with City policy, payment of the employee's regular partial salary amount shall be discontinued if the employee refuses to perform such temporary light duty when it is available and offered to the employee.

- B. The Employer shall provide a health insurance plan:

The Employer shall provide a health plan, for each employee desiring such coverage for himself/herself and his/her dependents, if any. The City will cover the \$916 premium towards this health insurance coverage per full time equivalent (FTE) through June 30, 2022, into an insurance account, where these funds will be distributed for coverage of premiums for each employee and his/her dependents. In subsequent fiscal years, the stipend shall increase by the percentage of the rate increase and that change shall occur on the effective date of the rate change which is usually July 1.

If there is not enough money in the insurance account to cover the premiums for employees with dependents, then the employees with dependents may pay the balance pre-tax from their paycheck.

The City may change carriers providing substantially the same coverage. However, any changes in coverage will be mutually agreed upon between the parties.

It is agreed that employees may choose to have money withheld from his/her paycheck "pre-

EXHIBIT B

tax" to go to a flex account if they so desire.

If the above referenced insurance premium increases ten percent (10%) or more the parties mutually agree to return to the table for negotiations.

During the period from May 1st through June 30th of each fiscal year employees desiring a change in their health plan status (single, employee with children or family), for the following fiscal year, shall notify the Employer of the type of health plan coverage desired for such year.

- C. The Employer shall provide and maintain first aid kits in convenient places.
- D. No employee shall be required to perform services that may seriously endanger, his/her physical safety. Refusal by the employee with valid reason will not warrant or justify suspension, dismissal, or disciplinary action.
- E. The Employer shall make all necessary arrangements to ensure that all employees covered by this Agreement will be covered with Unemployment Insurance.
- F. For the benefit of both parties a safety committee shall be established and shall consist of:
 - 1. City Manager or designee;
 - 2. Bargaining Unit Representatives - Utilities Department;
 - 3. Bargaining Unit Representative - Service Department
- G. Employees will report all safety hazards to the President of Local 271 A and their supervisor so they can be investigated and reported to the Safety Committee.
- H. The health and safety of employees shall be reasonably protected while in the service of the Employer.
- I. The Employer's only obligation in this insurance Article is to make the proper payments to the insurance company, insurance plan or trust. For new employees, the Employer will make the first payment to the insurance plan, company and/or trust the first of the month following the employees first day of work. The Employer will make no more payments to the insurance company, plan and/or trust on the employee's behalf after the employee is no longer employed by the City.

The Employer is not responsible for the failure of the insurance company and/or trust to provide coverage and/or pay benefits to any employee. The insurance plan, company and/or trust shall determine the employee's eligibility for insurance coverage and/or insurance benefits. The starting and stopping of insurance coverage shall be determined by the insurance plan, company and/or trust.

ARTICLE XVII - CONTRACTING & SUBCONTRACTING OF PUBLIC WORK

EXHIBIT B

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

ARTICLE XVIII - MANAGEMENT RIGHTS

- A. The Union recognizes the prerogative of the Employer to operate and manage its affairs subject only to any limitations of this Agreement and Federal and State law. Such management rights include:
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 be inefficient and non-productive;
 4. Maintain the efficiency of government operations;
 5. Determine the methods, means, job classification, 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; and,
 7. Establish the methods and processes by which work is performed.
- B. The retention of these rights do not preclude any employee from filing a grievance and seeking a review of the exercise of this right in a particular case, nor from Management and the Union utilizing the provisions as provided in Article XIX - Union/Management Relations.

In the event a grievance is filed, and if said grievance progresses to formal administrative or arbitration hearings, the Union agrees that no single employee, other than the grievant and the Steward, shall take more than one hour from their work for the City to observe or participate in the hearing.

ARTICLE XIX - UNION/MANAGEMENT RELATIONS

- A. The City has established a Personnel Committee and to discuss and recommend changes in Personnel Policies and other Personnel concerns. It is agreed that the Union shall have two (2) representatives as members of the Committee.
- B. Employee representatives serving on this Committee shall do so without loss of pay if meetings are held during working hours.
- C. On matters pertaining to issues relating solely to Bargaining Unit concerns, the parties agree to meet to discuss such issues as they may arise.
- D. The employer shall provide AFSCME Council 9 a list of all new hires, and terminations, in Public Works (to include seasonal), quarterly, during the term of this agreement. Employee list updates shall be mailed to AFSCME Council 9, 36 S. Last Chance Gulch, Suite 11,

EXHIBIT B

Helena, MT, 59604 or emailed to mtafscme@montana.com.

- E. One regularly scheduled monthly Union meeting may be conducted during working hours not to exceed one half hour. Union Leadership may have a half hour before and after each meeting for wrap up time and to advise management of any developments in the meeting. For the purposes of contract negotiation, Union Leadership and designated members of the negotiating team will be paid regular wage for negotiation meetings that occur during normal business hours.

ARTICLE XX DISCIPLINE

An employee may be immediately discharged for the following reasons: dishonesty; theft; drinking while on duty or coming to work intoxicated or under the influence of drugs and/or alcohol; unauthorized possession, sale or use of controlled substances; falsifying of reports, records, or sick leave; filling in another employees time sheet; excessive absences or tardiness; willful destruction of property or equipment; gross insubordination; assault, intimidation of, or abusive language toward a co-worker, other City personnel, or any other citizen; sexual harassment of another employee; or other violations deemed serious.

All administrative leave shall be with pay pending the outcome of any internal investigations(s) and/or legal proceeding(s). The aforementioned proceedings shall not normally exceed three (3) months. If the individual is determined to be guilty of the cause for the disciplinary action, accumulated balances of sick leave and vacation time shall be drawn upon by the City for reimbursement purposes with the balance to be paid by the individual if paid suspension time exceeds accumulated vacation and sick leave.

If a record of verbal counseling is given to an employee, one copy will be retained in a file maintained by the supervisor, and one copy will be forwarded to a 'record of verbal counseling file' maintained by Human Resources. Human Resources will retain a record of verbal counseling for a period of one (1) year, after which time the record of counseling will be destroyed. If a second disciplinary issue of the same nature or of a different nature than the first instance, occurs within one (1) year of the first instance, the first record of verbal counseling (found in the 'record of verbal counseling file') will be placed permanently in the employee's personnel file, along with documentation of the second disciplinary issue.

ARTICLE XXI - GRIEVANCE AND ARBITRATION

- A. It is the intent of the City to encourage employees to bring to the attention of Management their complaints about work-related situations. You should feel free to communicate your concerns or complaints. If your complaint is unresolved, a formal grievance procedure is provided to appeal any decision by Management.
- B. A grievance shall be defined as the Union/employee's allegation that his/her rights under this Agreement have been violated. An employee will try to resolve the grievance informally with the immediate supervisor.

EXHIBIT B

- C. Employees selected by the Union as Union Representatives, shall be known as "Stewards". The names of employees selected as Stewards and the names of other Union representatives who may represent employees, shall be certified in writing to the Employer by the Local Union. The individuals so certified shall constitute the Union Grievance Committee. Union Grievance Committee members may process grievances during working hours without loss of pay. Union representatives from the Council or International level may be called in to assist at any step during a grievance.
- D. Departure from the established procedure by any Union member shall automatically nullify recourse through the grievance procedure. Departure from the established procedure by the Employer at any step shall automatically settle the grievance on the basis of the remedy sought by the Employee.

STEP 1 - When an employee and/or the Union cannot resolve the grievance informally, the employee and/or Union should bring the matter formally, in writing, to the immediate Supervisor within fifteen (15) days of the event giving rise to the grievance, or of the time the employee could reasonably expect to have knowledge of the event. The immediate supervisor will give a written response within fifteen (15) days. "Days" shall be defined as Monday through Friday with the exception of holidays in all instances of this procedure.

If not satisfied with the Supervisor's response, the Employee shall present the grievance to the union Grievance Committee with fifteen (15) working days from receipt of the Supervisor's response. The Union Grievance Committee shall meet within fifteen (15) working days from the receipt of the grievance. The Union Grievance Committee shall meet and issue its decision on the merits of a grievance within fifteen (15) working days of the receipt of said grievance. If the Grievance Committee decides the grievance is justified, the grievance will proceed to the next step.

Step 2 - If the Grievance Committee decides the grievance should proceed, they may appeal, in writing, to the department head within fifteen (15) working days of the determination. The department head will review the grievance with the employee or Grievance Committee and the supervisor and issue a decision within fifteen (15) days.

STEP 3 - If the employee is not satisfied with the department head's response, or the department head fails to respond, the employee may appeal, in writing, to the City Manager within fifteen (15) days of the department head's decision or failure to respond. The City Manager will review the grievance and the decisions of the supervisor and department head. A decision will be communicated to the employee and the Union, in writing, within fifteen (15) days.

STEP 4 - If the decision of the City Manager is not satisfactory, the employee and/or his/her representative may have the grievance arbitrated by an impartial third party, upon written request. Within fifteen (15) days after submission of a written request to arbitrate, a request for a list of arbitrators will be made to the Montana Board of Personnel

EXHIBIT B

Attest:


CITY MANAGER


PRESIDENT, Local 2711A


ADMINISTRATIVE SERVICES


SECRETARY/TREASURER, Local 2711A


AFSCME Council 9 Representative

Negotiation Members for City and Union:

Dan Baker
Elliott Engbers
Shannon Holmes
Michael Kardeos
Lisa Lowy
Nate McClure
Hannah Nash
Chuck Raymond
Michael Skaggs

EXHIBIT B

Attest:


CITY MANAGER

PRESIDENT, Local 2711A


ADMINISTRATIVE SERVICES

SECRETARY/TREASURER, Local 2711A

AFSCME Council 9 Representative

Negotiation Members for City and Union:

Dan Baker
Elliott Engbers
Shannon Holmes
Michael Kardeos
Lisa Lowy
Nate McClure
Hannah Nash
Chuck Raymond
Michael Skaggs

EXHIBIT B

Attest:


CITY MANAGER


PRESIDENT, Local 2711A


ADMINISTRATIVE SERVICES


SECRETARY/TREASURER, Local 2711A


AFSCME Council 9 Representative

Negotiation Members for City and Union:

Dan Baker

Elliott Engbers

Shannon Holmes

Michael Kardeos

Lisa Lowy

Nate McClure

Hannah Nash

Chuck Raymond

Michael Skaggs

EXHIBIT B

Addendum A
AFSCME271 1-A
Fiscal Years 2022, 2023, 2024, 2025, 2026

Title	Annual 18-19	2%	2.50%	3%	Effective 7/1/2022 plus \$3500	Effective 7/1/2023 3.25%	Effective 7/1/2024 3.75%	Effective 7/1/2025 4%	Effective 7/1/2026 5%
		Annual 19-20	Annual 20-21	Annual 21-22	Annual 22-23	Annual 23-24	Annual 24-25	Annual 25-26	Annual 26-27
Foreman - Solid Waste	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242
Foreman - WWT	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242
Foreman - Roaming Crew	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242
Foreman - Streets	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242
Foreman - Water / Sewer	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242
Animal Control Officer	50,130	51,133	52,411	53,983	57,483	59,351	61,577	64,040	67,242
Leadman - Roaming	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160
Leadman - Sewer	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160
Leadman - Streets	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160
Leadman - Solid Waste	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160
Leadman - Water	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160
WWT Operator (Leadman)	42,920	43,778	44,873	46,219	49,719	51,335	53,260	55,390	58,160
Utility 2	42,851	43,708	44,801	46,145	49,645	51,258	53,181	55,308	58,071
Maintenance 2 - Public Works (Parks)	41,165	41,988	43,038	44,339	47,829	49,384	51,235	53,285	55,949
Maintenance 2 - Heavy Equile	40,183	40,587	42,011	43,272	46,772	48,292	50,103	52,107	54,712
WWT Operator (In Training)	40,398	41,206	42,236	43,503	47,003	48,531	50,351	52,365	54,983
Maintenance 2 - Public Works	39,607	40,395	41,409	42,651	46,151	47,651	49,438	51,415	53,955
Maintenance 1 - Public Works	34,226	34,911	35,783	36,857	40,357	41,668	43,231	44,960	47,208
Health Insurance Stipend	745	818	880	916	916 (same as base)	% increase*	% increase	% increase	% increase

Seasonal Wage
Starts: \$17-\$19/ hour

Special Note: health insurance stipend for the period ending 6/30/2022 will remain at \$916. Stipend will increase or remain steady based on insurance rates as determined for 7/1/2022 effective date.

MEMORANDUM OF UNDERSTANDING
Between CITY OF LIVINGSTON and AFSCME LOCAL 2711A UNION MEMBERSHIP
City of Livingston Public Works Employees


Regards: Early Implementation of Collective Bargaining Agreement (CBA) dated April 1, 2022 - June 30, 2026; effectively ending previous CBA dated July 1, 2019 – June 30, 2022.

AFSCME local 2711A and CITY OF LIVINGSTON have come to a mutual agreement (MOU) regarding early implementation of the FY2022-26 negotiated CBA.


It is the intent of both parties to implement the FY2022-2026 negotiated CBA on April 1, 2022, carrying the full power and provisions as negotiated.

Dated this 8th day of Feb, 2022

AFSCME Local #2711A City of Livingston Public Works Employees



AFSCME Local #2711A President



AFSCME Local #2711A Secretary/Treasurer



AFSCME Representative

CITY OF LIVINGSTON



City Manager

**LIVINGSTON CITY COMMISSION,
CITY OF LIVINGSTON**

Chairperson