

Agreement

Between

City of Hardin, Montana

And

Teamsters Union Local 190



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PREAMBLE

THE CITY OF HARDIN, MONTANA, hereinafter referred to as “City” and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL # 190, Billings, Montana hereinafter referred to as “Union,” have agreed as follows:

ARTICLE 1 – Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Hardin, Montana who are subject to the terms of this agreement for the purpose of collective bargaining with respect to wages, hours of employment, benefits and other conditions of employment.

The Bargaining unit is defined as General Laborer, Maintenance Workers, Animal Control, Code Enforcement, City Court Clerks, Building Inspector, Plant Operators, Operators in Training, Water Distribution Operators, Operators in Training, Mechanics, Paralegal, Secretary, Deputy City Clerks, and Utility Billing Clerks.

Permanent Part-time employee is defined as an employee who works less than 32 hours/week, who works more than forty hours per month and will become a Teamsters Union Local 190 member.

A seasonal employee is defined as an employee that is hired during seasons that require additional but not permanent employees to handle the increased work duties. The City agrees that a seasonal employee will be exempt from the requirement to join the Teamsters Union unless that employee works for more than 1,056 hours in a 365 – day period in any twelve month period.

The City agrees that no seasonal employee will be used to circumvent any part of the labor agreement.

ARTICLE 2 – Union Security

It shall be a condition of employment that after thirty (30) days of employment, all employees covered by this Agreement shall either become and/or remain members in good standing of the Union; or pay a monthly fee based on reasonable cost of representation to the Union. The representation fee shall be established by the Union consistent with provisions of applicable law. If the conditions of this Article are not complied with, the City shall discharge such employee within ten (10) calendar days after receipt of written notice from the Union provided a notice was also provided to

the employee by the Union. During these ten (10) calendar days, the employee has an opportunity to comply with this article.

The City agrees to deduct from the pay of all employees covered by this Agreement the dues and initiation fees of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions within ten days of payroll check issuance, for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union will indemnify and hold the City harmless against any and all liability which arises from the operation of this Article.

ARTICLE 3 – Seniority

Seniority means an employee's length of continuous service with the city and shall be computed from the date when the employee begins such service. In the event a bargaining unit employee transfers from one classification to another, the employee shall be placed at the bottom of the seniority list for that classification. The employee's seniority based on date of hire by the City shall remain the same.

Seniority rights shall be applicable to lay-offs attending a reduction in force and rehiring. On lay-offs, the last employee hired who is the least certified shall be the first employee laid-off, and on rehiring the last employee laid off shall be the first rehired. In the event that a bargaining unit employee who transferred from one classification to another moves back to a former classification to retain seniority to avoid being laid-off, the employee shall be paid at his former classifications rate. Credit will be given for time worked in the classification and years of service with the city.

Seniority rights shall terminate under the following circumstances:

- a. Voluntary resignation or termination of employment
- b. Failure to return from a leave of absence.
- c. After lay-off of one (1) calendar year from date of lay-off.
- d. Where an employee fails to report for work after recall as hereinafter provided.

Employees to be recalled after a lay-off shall be notified in writing by registered or certified mail sent to the last address shown on the City's records. If the recalled employee does not report within seven (7) calendar days after receipt of the notice, he shall lose his seniority unless he is prevented from returning to work due to sickness, injuries or similar causes beyond his control, and notifies the City of such inability to return to work within said seven (7) day calendar period unless physically unable to

do so. In the event of such circumstances, the employee shall be put back to work when he is able providing he notifies the City of his recovery and his desire to return and providing he is able to return to work within six (6) months after the notice of recall. In the event an employee is off work due to an injury received while on the job for the City, said employee shall have 24 months to return to work. In any case the employee is unable to return to work due to illness or injury, and wants to delay returning to work for that reason; the employee shall provide the City with written documentation of the illness or injury from a qualified medical doctor.

The City agrees to post an updated seniority list yearly and supply a copy of the seniority list to the Union when requested.

ARTICLE 4 – Grievance Procedure

A grievance is defined as an alleged violation of the terms of this agreement. If a number of employees have a grievance, involving the same issue(s), the grievance shall be filed as one (1) joint grievance.

A Steward shall be authorized a reasonable amount of time to process a grievance during regular work hours, provided the Steward has the Public Works Director's/Mayor's approval and does not disrupt the work of others. A Steward, who cannot be released upon request, due to work requirements, will be released as soon as work permits, but not later than the beginning of his next scheduled shift.

Grievance and Arbitration Process:

Step 1: An employee, who has a grievance, shall, with or without the Steward present at the employee's discretion, orally discuss the grievance with the Public Works Director. At the time of this discussion, the Public Works Director shall be notified that it is a possible grievance. Written documentation shall be kept of this meeting which shall be initialed by both parties and a copy shall be provided to both parties. If the Director is unable to orally resolve the grievance, the employee and Steward may file a formal grievance.

Step 2: The Union Business Representative and/or the Steward and/or the employee may file a formal grievance with the City. The Union shall be furnished the form which is attached to this agreement. The formal grievance must contain the minimum listed below:

1. The name and signature of the grievant. The Union Steward shall have authority to sign for the grievant in the event the grievant gives authority to do so.

2. The date the grievance occurred;
3. The issue and nature of the grievance;
4. The terms of the Agreement in dispute;
5. The adjustment sought.

The grievance must be filed with the Mayor with a copy to the City Clerk within ten (10) business days of the grievance's occurrence, or the first opportunity to have reasonably had knowledge of its occurrence. Within twenty (20) business days of receipt of the grievance, a meeting will be held between the key individuals in the grievance which may include: the employee, the Steward, the Business Agent, and City representatives. The Mayor will set up this meeting and will respond to the grievant and Business Agent in writing within ten (10) business days after the meeting is held.

Step 3: If the grievance is not resolved based on the City's above response, the Union may, within ten (10) business days of the City's response, notify the City in writing of the Union's intention to submit the grievance to a Grievance Committee. A Grievance Committee shall consider and issue a decision on the grievance. The Grievance Committee shall be constituted as follows: Two (2) representatives of the City, appointed by the City, and two (2) representatives of the Union, appointed by the Union. No person involved directly in the grievance shall be a member of the Grievance Committee. If the 2 – 2 Grievance Committee does not render a majority decision, the grievance may be submitted to final and binding arbitration in Step 4. If the 2 – 2 Grievance Committee renders a majority decision, the decision shall be final and binding on the City, Union and the grievant.

Step 4: If the grievance is not resolved based on the above in Step 3, the Union may, within ten (10) business days of the 2 – 2 Grievance Committee's decision, notify the city, in writing of the Union's intention to submit the grievance to final and binding arbitration. The Union shall request from the Board of Personnel Appeals to provide a list of five arbitrators. The parties, shall, with fifteen (15) business days of the receipt of the list, select the arbitrator by the method of alternatively striking names with the Union striking the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. The arbitrator's decision shall be final and binding on both parties, but he/she shall not have the power to alter the terms of this Agreement, City Ordinance, State, or Federal Law. His/her decision shall be within the scope and terms of the Agreement and he/she shall be requested to issue his/her decision with 60

calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitrator's services shall be borne equally by the City and the Union.

- a. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- b. Business days shall be defined as Monday through Friday, excluding recognized holidays within this agreement.
- c. The steps outlined in the grievance procedure shall be followed in order unless agreed to in writing by both parties.

ARTICLE 5 – Probation and Discharge

1. Probation: For all bargaining unit employees new to employment with the City, the new employee will serve one year of employment as a probationary period. During the probation the new employee may be discharged by the City for any reason.
2. Transfer: Whenever a current bargaining unit employee applies for and accepts a different position or classification within the City, and if the employee has already completed the one year probationary period, the employee will have a three (3) month trial period in which to prove ability to perform the work of the new position or classification. If the employee is unable to perform the requirements of the new position or classification, the employee may be reassigned to their original position, upon approval of the Operations Director (also known as the Public Works Director) and only if the position is still available. If the transferring employee is still within the one year probationary period, the employee will start a new six (6) month probationary period upon transfer, unless the transferring employee has more than 6 months of the original probationary period remaining, then employee shall remain subject to original probationary period. The new probationary period established by this clause may be shortened upon approval of the Operations Director (Public Works Director).
3. Discipline: The City shall not discharge, suspend without pay and/or issue a written letter of reprimand to any non-probationary bargaining unit employee without Just Cause. Letters of instruction and/or records of verbal reprimand are excluded from the "Just Cause" standard.

ARTICLE 6 – Hours of Work and Overtime

1. Paid and Unpaid Breaks: Current Practice of a 15 minute paid break to be taken in the first half of the shift and a second paid break in the second half of the shift. Actual time of when the breaks and lunch periods will be taken is to be determined by the Public Works Director based upon the daily activities of their work schedule.
2. Bargaining unit employees shall normally have at least two (2) consecutive days off each week. It is understood that Classifications that utilize a rotating shift schedule may not always be able to accommodate this requirement.
3. Regular Full Time employees shall be guaranteed 40 hours of work per week. Employees who work more than eight (8) hours per day based upon their regular shift length will be able to elect to receive overtime pay (1.5x) or compensatory time (1.5x) in lieu of overtime pay. Compensatory time must be used within the same pay period, and cannot be used retroactively, for any reason.
4. The hours and/or days of work may vary according to the needs of the department. In the event of a long-term change in the hours and/or days of work, the Union shall be notified and given an opportunity to bargain over the effects of the change before the change is implemented.
5. Employees may be called out. Employees shall be paid a minimum of 1 hour at 1.5 times their regular rate for a stand-alone call-out. Should the call out be greater than the minimum hours, the employee will be paid for the call out hours worked at the call out rate of pay. Call outs will be done in order of Seniority starting from the most senior and going down the list to the most junior. The city will attempt to call each individual in order and proceed to the next if no answer from the employee.

ARTICLE 7 – Leave of Absence

It is the policy of the City that all requests for unpaid leaves of absence shall be made in writing and is subject to the written approval/rejection of the Mayor/Council. Such requests shall be submitted to the Mayor or designee not less than twenty (20) business days in advance of the leave date. The request shall state the purpose of the leave, the beginning date and ending date, and will not exceed sixty (60) calendar days.

During periods of leave of absence without pay, sick leave and vacation shall not accrue. Section 2-18-611 MCA. The employee must pay prior to the start of each month the entire premium for health insurance to the City unless the parties agree otherwise.

In granting leaves of absence without pay, the City shall consider the length of service with the City, the reason for the leave, work performance, and workload allocation.

Any employee failing to report on the first day following the expiration of such leave shall be considered absent without authorized leave.

The City agrees that even though it is not qualified to apply the FMLA laws to bargaining unit employees, the City Agrees to apply an Extended Medical Leave policy that is as close to Family Medical Leave Act (FMLA) as allowed by law, and as is practicable. The City agrees to apply the USERRA.

Sick and Vacation credits, time, pay and all conditions shall be as per state law. The City will pay to the extent required by law to the estate or named beneficiary of a deceased employee's accrued vacation and sick leave.

Holidays observation and pay shall be as per state law.

ARTICLE 8 – Union Stewards

It shall be the privilege of the Union to designate from among the employees covered by this agreement a union steward, and an alternate steward, with whom the City shall deal in the settlement of minor disputes and grievances. The Parties understand that performance of such duties shall not interfere with performance of the employee's normal duties and/or the normal operations of the City. The Union shall notify the City in writing in the event a new shop steward (s) is appointed or elected.

ARTICLE 9 – Business Agents

The City agrees that Business Agents of the Union shall be given access to the place of business of the City during normal hours of operation, for the purpose of ascertaining whether or not the terms of the Agreement are being observed. In addition such access shall not interfere with normal operations of the City.

ARTICLE 10 – No Strike – No Lockout

During the life of this agreement, the City shall not engage in any lockouts and the Union, its officers, agents, representatives, stewards and members, shall not strike the City.

The City may require an employee to enter upon property and/or cross a sanctioned picket line/strike to mitigate a legitimate public safety problem. For all nonpublic safety problems, it shall not be a violation of this Agreement and it shall not be cause for discharge or other disciplinary action in the event an employee refuses to enter upon property and/or cross a sanctioned picket line/strike.

ARTICLE 11 – Insurance

The City will pay 80% of employee Health Insurance plan and/or trust for each full-time participating employee subject to the limitations of the insurance carrier, plan or trust. Parties acknowledge that this may be subject to change if the City engages with a different Health Insurer, but City agrees to seek Union approval of any changes in the carrier of the employee Health Insurance, if any, during the term of this Agreement

ARTICLE 12 - 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 13 – Effect of Agreement

This Agreement constitutes the complete agreement between the City and the Union. If the subject or issue is addressed in this Agreement, this Agreement supersedes all past practices, policies, letters, job posting and/or contracts. If the subject or issue that substantially affects wages, hours, benefits and/or working conditions is not addressed in this Agreement, the subject or issues is subject to the City's written Policy and/or past practice. If the subject or issue that substantially affects wages, hours, benefits and/or working conditions is not addressed in this Agreement, the City may change written Policy and/or past practice by giving written notice to the Union with an opportunity to bargain the effect of the change before any change takes place.

ARTICLE 14 – Other Conditions

1. Payroll Periods – Current practice.
2. Medical Exams –For all City required Medical Exams including CDL Medical Exams required by the City or other agency for doing City work; The City will pay any cost of the required medical exam.

The employee shall provide the City a statement signed by the authorized medical personnel indicating the employee passed the necessary medical examination to retain his/her CDL and any other requirement imposed by any government agency or the City.

In the event that an employee fails to pass the necessary medical examination to retain his/her CDL any other requirement imposed by any government agency or the City the following provisions shall apply:

- A. If the reason for failure is a condition that can be reasonably corrected or controlled within a reasonable period of time, the City shall allow the employee six months to deal with that issue provided the employee is making satisfactory progress as documented by an appropriate medical personnel every two months and such documentation is provided to the City. The City may extend the six month period for an additional six months if the employee is making satisfactory progress and the medical personnel agrees that the condition should be corrected to a point where the employee could obtain a CDL or satisfy any other requirement imposed by any government agency or the City within the additional six months.
 - B. If the reason for failure is a condition that cannot be reasonably corrected or controlled within a reasonable period of time or the employee fails to make satisfactory progress under the preceding paragraph, this City shall have the right to terminate the employee and the parties agree that such situation shall constitute just cause under this agreement.
3. CDL – In the event the City or other agency requires the Employee to have a CDL for doing City work, the City will pay the cost of the CDL license and for any renewals of the required license.
 4. Employee assigned to “On Call” shall be assigned weekly, Friday at 5:00 p.m. through the following Friday at 8 a.m. The City subjects the “On Call” status to a response time to the City Shop within one hour. The City may require the “On Call” employee to refrain from consuming alcoholic beverages and be able

to perform his/her normal work during the time the employee is in "On Call" status.

"On Call" means that an employee will be available to perform work for the City after normal business hours during weekdays from 5 p.m. to 8 a.m., and at all hours during Saturdays, Sundays, and holidays.

The City will pay the employee \$50 for each week of "On Call" time.

Wastewater, Water Treatment Plant, and Streets will each have one employee per week in the on call status. Landfill will be exempt from the "On Call" status.

Employees may alternate "on call" scheduling with fellow employees due to vacations or pre-scheduled sick leave, but must inform management of the change one week in advance. If employee is not able to fulfill the "on call" duty due to an emergency, call out shall be performed based on seniority.

If an employee is required to respond to the City Shop or any City facility while in "On Call" status the employee shall receive the pay related to call out as set forth in this agreement.

5. The City will provide T-shirts for uniforms as follows:
 - Any combination of 5 short-sleeve or long-sleeve t-shirts per year. Employees may get one replacement per year, subject to the approval of the Operations Director (Public Work Director) if a shirt is destroyed or otherwise becomes unusable from use during employment.
 - Can be florescent green or florescent orange or a combination of both.
 - Must have the City of Hardin Logo.
 - One dress shirt for occasions that require business casual attire, instead of one of the 5 shirts per year, upon request of the employee.
 - Union Employees that are employed as office personnel may receive up to 5 dress shirts instead of the 5 short-sleeve or long-sleeve t-shirts.
6. Employees will be eligible for a boot reimbursement of up to \$75.00 per year, and employee must present a receipt for boot purchase for reimbursement. Boots must be a necessary part of employment in order to qualify for reimbursement.
7. The attached salary matrix shall be utilized for placement and pay of employees who are members of the union.

In the event the City grants a higher wage increase across the board for non-union employees, such percentage increase shall apply to the bargaining unit

employees. Both Union and Non-Union employees who have permanent increases in work duties and responsibilities that impact their job classification may be eligible for a wage increase based upon the additional job duties. This wage increase will be considered separate and outside of the negotiated wage matrix and will not impact the matrix. Increases in responsibility must be submitted to the City Council for approval prior to assigning new duties and responsibilities that may change the classification of the position.

8. Parties agree that any vacations requests for 25 hours or more shall be presented to the employee's supervisor at least 2 weeks in advance, unless otherwise authorized. If an employee has scheduled vacation that is cancelled, the employee must notify his/her supervisor at least 1 week in advance, or within a reasonable time.
9. Sick Leave may be used in ¼ hour increments.

ARTICLE 15- Advancement of Salary Schedule

When the employee does meet the basic job requirements for the positions listed below, the employee may be advanced in accordance with the provisions of this contract. Salary and other benefits will not be paid retroactively. Annual pay raises will occur on July 1 of each year the bargaining agreement is in effect, and will take effect the first full pay period following July 1. Longevity increases occur on the anniversary of each employee's hiring date, and will take effect the first full pay period following the anniversary.

It is understood that any employees that are in positions above the pay matrix attached to this agreement because of years of service shall continue to receive pay increases at the same rate as if the pay matrix was carried out to the year said employee has been employed by the City.

It is understood that any employees that are in positions above the pay matrix attached to this agreement because they started out at an hourly rate higher than what is required in the matrix shall receive the same wage increase as if the hourly wage currently paid was the correct amount in the matrix. The effect being that any employee that is paid above the matrix requirement for their position and years of service shall not be held back or receive a lesser wage increase in order to make them fit into the matrix.

Public Works Employees:

The following are the positions on the salary matrix for the Public Works employees.

General Laborer – This is the entry- level position for general public works. The employee remains at this level throughout the probationary period. After the probationary period the employee becomes eligible to begin work to advance to the next level. Advancement to Maintenance Worker I does require a CDL with an endorsement from column B.

Maintenance Worker I – After completion of the probationary period, an employee may be advanced to this level if the employee has obtained 520 hours of experience on heavy equipment and proficiency on 3 pieces of equipment listed in Column A, and a CDL with an endorsement from Column B. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker II – An employee may be advanced to this level if the employee has 2 – 5 years of experience with the City; has obtained proficiency, and 1040 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B; or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker III – An employee may be advanced to this level if the employee has 5 – 10 years of experience with the City, and 2080 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B; or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker IV – An employee may be advanced to this level if the employee has 10 – 15 years of experience with the City, and 4160 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B, or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Maintenance Worker V– An employee may be advanced to this level if the employee has more than 15 years of experience with the City, and 6,000 hours of experience on heavy equipment to include 3 additional pieces of equipment listed in Column A and one additional license or endorsement from Column B, or other similar job experience, as approved by the Operations Director (Public Works Director);. The equipment training and licenses obtained shall be earned based on consultation with the Operations Director (Public Works Director).

Lead Worker – shall be designated out of the Maintenance Worker III-V classifications, if needed.

Column A consists of equipment that is commonly used in Public Works. This list is not all-inclusive and is subject to change.

Column B consists of licenses or endorsements commonly utilized by Public Works employees. This list is not all-inclusive and is subject to change.

Documentation of the proficiency will be based on the recommendation of the Director. Documentation of a license or endorsement will be the certificate or endorsement. All documentation for initial obtaining or subsequent renewal of the licenses or endorsement must be presented to the Finance Officer prior to matrix movement (including annual increases).

- The City shall use reasonable efforts, at the discretion of the Operations Director (Public Works Director), to designate a Lead at times when the Lead is absent, or will be absent for a period of more than ten consecutive working days, if the designee is qualified to serve as a Lead. The Designee will get paid the Lead wage while acting in the capacity of the Lead.
- City Shop. The City shall use reasonable efforts to Designate a Lead while Public Work Director and Assistant Public Works Director are absent from the City Shop for more than five consecutive working days.

Column A	Column B
Patrol	Tanker Endorsement
Water Truck	Airbrake Endorsement
Loader	Boiler License
Tractor Attachments	Ornamental & Turf License
Skid steer	Vehicle Maintenance & Repair
Backhoe	
Garbage Truck	
Commercial dump truck	
Non-commercial dump truck	
Street Sander	
Snowplow	
Street Sweeper	
Lift Truck	
Compactor	
Bucket lift	
Commercial mower	
Durapatcher	
Vacon	
Wheel compactor(s)	
Mini-Excavator	
Valve Exerciser	

Water/Wastewater Employees

The following are the positions on the salary matrix for Water/Wastewater employees.

Laborer- There will be no movement from this level unless the employee transfers into the general water/wastewater area.

Operator-in-Training I - This is the entry-level position for water/wastewater. The employee remains at this level throughout the probationary period. After the probationary period the employee becomes eligible to advance to the next level.

Operator-in-Training II – This position is for the employee who has successfully passed the test for the appropriate license, but has not completed the time to become a Certified Operator.

Certified Operator – An employee may be advanced to this level if the employee had obtained one of the licenses listed below and completed the time required to become fully certified. Continuing education credits must be maintained as required by the licensing authority.

Lead Worker – shall be designated out of the Certified Operator classification. Licenses required for advancement of

water/wastewater employees:

Water Distribution

Water Treatment

Wastewater Treatment

All documentation for initial obtaining or subsequent renewal of the licenses or endorsements must be presented to the Finance Officer prior to matrix movement (including annual increases).

Office Positions

UB Clerk I: This position will assist with basic office tasks including receptionist, accounts receivable, preparing and reconciling a daily cash deposit, cashier, indexing, filing and preserving official City records. Handles all phases of utility billing and collection; provides essential customer service. Collects and receipts utility and other monies received by the city, and answers citizen questions at walk- up window. Assists public works department.

UB Clerk II: requires proficiency obtained by three years of City service as UB Clerk I including additional abilities and proficiency in the areas of processing claims, providing technical computer assistance, and maintaining the City's mapping system, and completion of the MMCT&FOA Institute.

Deputy City Clerk I Under general direction performs work in recording, maintaining, indexing, filing and preserving official city records, and serves as official city receptionist. Performs or assists with clerical, bookkeeping, accounting, claims, and payroll tasks associated with the Finance/Administrative office. Work varies, requiring judgment within statutory or ordinance standards and procedures. Also performs secretarial and clerical tasks for Mayor, Council and Public Works Superintendent including taking minutes at evening meetings.

Deputy City Clerk II Requires proficiency obtained by three years of City service as Deputy City Clerk I including additional abilities and proficiency in records management, providing technical computer assistance, cash reconciliation, and completion of the MMCT&FOA Institute.

Court Clerk I: Performs duties of secretarial and bookkeeping responsibilities of the City Courts; accounts for funds received, collects fines, bail monies and bonds; maintains records and checks for accuracy on all bonds, fines, and time payments; receptionist duties that includes answering phones, transferring phone calls to the proper person, and processing mail; enters citation data daily in the computer; fills out dispositions for citations, formal criminal charges; Prepares paperwork for arraignment, occasionally may clerk plea charges in the court; takes minutes for arraignment; and performs related duties as required.

Court Clerk II: Requires proficiency obtained by two years of City service as a Court Clerk I, or similar service as approved by the Mayor and City Judge.

Court Clerk III: Requires proficiency obtained by at least ten years of City service as a Court Clerk II, or similar service as approved by the Mayor and City Judge.

Legal Secretary/Paralegal I: Knowledge and experience in administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology. Knowledge of laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

Legal Secretary/Paralegal II: Requires proficiency obtained by three years of City service as a Legal Secretary/Paralegal I and successful completion of Paralegal courses as approved by the City.

ARTICLE 16 – Duration of Agreement

On or before sixty (60) days prior to the expiration date; either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement.

If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of the agreement, as above provided, this agreement shall automatically be renewed for successive one (1) year terms thereafter.

This agreement shall be effective as of the date of ratification by both parties, and shall remain in full force until its expiration date of June 30, 2019.

ARTICLE 17 – Signatures

Signed the 10th day of October 2017

For Teamsters Local # 190, Billings, Montana

Jim Erennas, Business Representative

Chris Schneider, Shop Steward

For the City of Hardin

Jack Lane, Mayor

Michelle Dyckeman, Clerk/Treasurer

PAY MATRIX
2017-2018
Effective 7/1/2017 - proposed

Description	YEARS																				
	Longevity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	Base																				
General Laborer, Operator in Training I, Court Clerk I	12.59	12.94	13.14	13.25	13.36	13.47	13.72	13.85	13.99	14.12	14.26	14.39	14.52	14.66	14.79	14.93	15.06	15.19	15.33	15.46	15.60
MWI, UB Clerk I	13.61	13.96	14.16	14.27	14.38	14.49	14.74	14.87	15.01	15.14	15.28	15.41	15.54	15.68	15.81	15.95	16.08	16.21	16.35	16.48	16.62
Operator in Training II, MWII, Court Clerk II	14.63	14.98	15.18	15.29	15.40	15.51	15.76	15.89	16.03	16.16	16.30	16.43	16.56	16.70	16.83	16.97	17.10	17.23	17.37	17.50	17.64
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	15.14	15.49	15.69	15.80	15.91	16.02	16.27	16.40	16.54	16.67	16.81	16.94	17.07	17.21	17.34	17.48	17.61	17.74	17.88	18.01	18.15
MWIII	15.65	16.00	16.20	16.31	16.42	16.53	16.78	16.91	17.05	17.18	17.32	17.45	17.58	17.72	17.85	17.99	18.12	18.25	18.39	18.52	18.66
MWIV, Deputy City Clerk II	16.67	17.02	17.22	17.33	17.44	17.55	17.80	17.93	18.07	18.20	18.34	18.47	18.60	18.74	18.87	19.01	19.14	19.27	19.41	19.54	19.68
MWV, Mechanic	17.69	18.04	18.24	18.35	18.46	18.57	18.82	18.95	19.09	19.22	19.36	19.49	19.62	19.76	19.89	20.03	20.16	20.29	20.43	20.56	20.70
Certified Operator, Animal/Code/Building, Legal Secretary/Paralegal II, Court Clerk III	18.20	18.55	18.75	18.86	18.97	19.08	19.33	19.46	19.60	19.73	19.87	20.00	20.13	20.27	20.40	20.54	20.67	20.80	20.94	21.07	21.21
Lead	19.73	20.08	20.28	20.39	20.50	20.61	20.86	20.99	21.13	21.26	21.40	21.53	21.66	21.80	21.93	22.07	22.20	22.33	22.47	22.60	22.74

Year 1 of contract: add \$0.35 Base, \$0.35 step 1, \$0.20 step 2 & same longevity

PAY MATRIX
2017-2018
Effective 7/1/2017 - proposed

Description	YEARS																				
	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	
	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
General Laborer, Operator in Training I, Court Clerk I	15.60	15.73	15.86	16.00	16.13	16.27	16.40	16.53	16.67	16.80	16.94	17.07	17.20	17.34	17.47	17.61	17.74	17.87	18.01	18.14	18.28
MWI, UB Clerk I	16.62	16.75	16.88	17.02	17.15	17.29	17.42	17.55	17.69	17.82	17.96	18.09	18.22	18.36	18.49	18.63	18.76	18.89	19.03	19.16	19.30
Operator in Training II, MWII, Court Clerk II	17.64	17.77	17.90	18.04	18.17	18.31	18.44	18.57	18.71	18.84	18.98	19.11	19.24	19.38	19.51	19.65	19.78	19.91	20.05	20.18	20.32
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	18.15	18.28	18.41	18.55	18.68	18.82	18.95	19.08	19.22	19.35	19.49	19.62	19.75	19.89	20.02	20.16	20.29	20.42	20.56	20.69	20.83
MWIII	18.66	18.79	18.92	19.06	19.19	19.33	19.46	19.59	19.73	19.86	20.00	20.13	20.26	20.40	20.53	20.67	20.80	20.93	21.07	21.20	21.34
MWIV, Deputy City Clerk II	19.68	19.81	19.94	20.08	20.21	20.35	20.48	20.61	20.75	20.88	21.02	21.15	21.28	21.42	21.55	21.69	21.82	21.95	22.09	22.22	22.36
MWV, Mechanic	20.70	20.83	20.96	21.10	21.23	21.37	21.50	21.63	21.77	21.90	22.04	22.17	22.30	22.44	22.57	22.71	22.84	22.97	23.11	23.24	23.38
Certified Operator, Animal/Code/Building, Legal Secretary/Paralegal II, Court Clerk III	21.21	21.34	21.47	21.61	21.74	21.88	22.01	22.14	22.28	22.41	22.55	22.68	22.81	22.95	23.08	23.22	23.35	23.48	23.62	23.75	23.89
Lead	22.74	22.87	23.00	23.14	23.27	23.41	23.54	23.67	23.81	23.94	24.08	24.21	24.34	24.48	24.61	24.75	24.88	25.01	25.15	25.28	25.42

Year 1 of contract: add \$0.35 Base, \$0.35 step 1, \$0.20 step 2 & same longevity

PAY MATRIX
2018-2019
 Effective 7/1/2018 - proposed

Description	YEARS																				
	Longevity	0.14	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	
	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
General Laborer, Operator in Training I, Court Clerk I	12.94	13.29	13.49	13.60	13.71	13.82	14.07	14.20	14.34	14.47	14.61	14.74	14.87	15.01	15.14	15.28	15.41	15.54	15.68	15.81	15.95
MWI, UB Clerk I	13.96	14.31	14.51	14.62	14.73	14.84	15.09	15.22	15.36	15.49	15.63	15.76	15.89	16.03	16.16	16.30	16.43	16.56	16.70	16.83	16.97
Operator in Training II, MWII, Court Clerk II	14.98	15.33	15.53	15.64	15.75	15.86	16.11	16.24	16.38	16.51	16.65	16.78	16.91	17.05	17.18	17.32	17.45	17.58	17.72	17.85	17.99
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	15.49	15.84	16.04	16.15	16.26	16.37	16.62	16.75	16.89	17.02	17.16	17.29	17.42	17.56	17.69	17.83	17.96	18.09	18.23	18.36	18.50
MWIII	16.00	16.35	16.55	16.66	16.77	16.88	17.13	17.26	17.40	17.53	17.67	17.80	17.93	18.07	18.20	18.34	18.47	18.60	18.74	18.87	19.01
MWIV, Deputy City Clerk II	17.02	17.37	17.57	17.68	17.79	17.90	18.15	18.28	18.42	18.55	18.69	18.82	18.95	19.09	19.22	19.36	19.49	19.62	19.76	19.89	20.03
MWV, Mechanic	18.04	18.39	18.59	18.70	18.81	18.92	19.17	19.30	19.44	19.57	19.71	19.84	19.97	20.11	20.24	20.38	20.51	20.64	20.78	20.91	21.05
Certified Operator, Animal/Code/Building, Legal Secretary/Paralegal II, Court Clerk III	18.55	18.90	19.10	19.21	19.32	19.43	19.68	19.81	19.95	20.08	20.22	20.35	20.48	20.62	20.75	20.89	21.02	21.15	21.29	21.42	21.56
Lead	20.08	20.43	20.63	20.74	20.85	20.96	21.21	21.34	21.48	21.61	21.75	21.88	22.01	22.15	22.28	22.42	22.55	22.68	22.82	22.95	23.09

\$0.35 increase

PAY MATRIX
2018-2019
Effective 7/1/2018 - proposed

Description	YEARS																				
	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	0.024	
	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
General Laborer, Operator in Training I, Court Clerk I	15.95	16.08	16.21	16.35	16.48	16.62	16.75	16.88	17.02	17.15	17.29	17.42	17.55	17.69	17.82	17.96	18.09	18.22	18.36	18.49	18.63
MWI, UB Clerk I	16.97	17.10	17.23	17.37	17.50	17.64	17.77	17.90	18.04	18.17	18.31	18.44	18.57	18.71	18.84	18.98	19.11	19.24	19.38	19.51	19.65
Operator in Training II, MWII, Court Clerk II	17.99	18.12	18.25	18.39	18.52	18.66	18.79	18.92	19.06	19.19	19.33	19.46	19.59	19.73	19.86	20.00	20.13	20.26	20.40	20.53	20.67
UB Clerk II, Deputy City Clerk I, Legal Secretary/Paralegal I	18.50	18.63	18.76	18.90	19.03	19.17	19.30	19.43	19.57	19.70	19.84	19.97	20.10	20.24	20.37	20.51	20.64	20.77	20.91	21.04	21.18
MWIII	19.01	19.14	19.27	19.41	19.54	19.68	19.81	19.94	20.08	20.21	20.35	20.48	20.61	20.75	20.88	21.02	21.15	21.28	21.42	21.55	21.69
MWIV, Deputy City Clerk II	20.03	20.16	20.29	20.43	20.56	20.70	20.83	20.96	21.10	21.23	21.37	21.50	21.63	21.77	21.90	22.04	22.17	22.30	22.44	22.57	22.71
MWV, Mechanic	21.05	21.18	21.31	21.45	21.58	21.72	21.85	21.98	22.12	22.25	22.39	22.52	22.65	22.79	22.92	23.06	23.19	23.32	23.46	23.59	23.73
Certified Operator, Animal/Code/Building, Legal Secretary/Paralegal II, Court Clerk III	21.56	21.69	21.82	21.96	22.09	22.23	22.36	22.49	22.63	22.76	22.90	23.03	23.16	23.30	23.43	23.57	23.70	23.83	23.97	24.10	24.24
Lead	23.09	23.22	23.35	23.49	23.62	23.76	23.89	24.02	24.16	24.29	24.43	24.56	24.69	24.83	24.96	25.10	25.23	25.36	25.50	25.63	25.77

\$0.35 increase

LOCAL 190

Grievance Form

strength through unity

EMPLOYER _____

EMPLOYEE _____

Employee's Address _____

No	_____
Date	_____
Step 1	_____
Step 2	_____
Step 3	_____

Telephone _____ Supervisor _____

Date of Grievance _____ Classification _____

Nature of Dispute _____

Section/s Violated Including but not limited to _____

Remedy Requested _____

Signature (Employee) _____ Date _____

PO Box 50969
Billings, MT
59105
(406)248-2658
Fax 248-10533



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