#### CITY OF LIBBY



#### 952 E. SPRUCE | POST OFFICE BOX 1428

PHONE 406-293-2731 | FAX 406-293-4090 | WEBSITE: www.cityoflibby.com

#### **REGULAR COUNCIL MEETING #1631**

# June 19, 2023 @ 7:00 PM COUNCIL CHAMBERS – CITY HALL

#### **CALL TO ORDER:**

- Pledge of Allegiance
- Prayer Marcus Girod
- Roll Call
- Welcome
- Approve City Council meeting #1630 minutes dated June 5, 2023.

**ANNOUNCEMENTS:** LOR Invitation and Coal Endowment Program Grant.

#### **COMMITTEE REPORTS:**

- City Administrators Report
- Fire
- Police
- Ordinances
- Lights/Streets/Sidewalks
- Building
- Water/Sewer
- Zoning Commission
- Cemetery/Parks
- Finance
- Wildlife
- City-County Board of Health
- Park District Manager of Projects

<u>PUBLIC COMMENT ON NON-AGENDA ITEMS</u>: This is an opportunity for the public to offer comments related to issues that are <u>not</u> currently on the agenda that the council has jurisdiction over. Public comment is limited to 3 minutes.

<u>OLD BUSINESS</u>: Each previous agenda item will be introduced by the mayor with a description of the item and explanation for the recommended <u>action to be taken</u>. Following council discussion on each item there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

- 1. Approve and Adopt Ordinance #2008, Second Reading, Parking.
- 2. Approve business license for LAC Arms and Cerakote LLC.
- 3. Annexation resolution.

**NEW BUSINESS:** The mayor will introduce each new agenda item with a description of the item and an explanation for the recommended <u>action to be taken</u>. Following council discussion on each item, there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

- 1. Dean Campbell, Libby Nomad GCS facilities Introduction.
- 2. Jerry Bennett Port update.
- 3. Approve Riverfront Blues Festival noise variance request for August 12<sup>th</sup> and 13th.
- 4. Approve LOR grant for Libby Police Department.
- 5. Approve Collective Bargaining Agreement.
- 6. Approve all claims received to date.
- 7. Approve all business license applications received to date.
  - a) A Lazy Buzz LLC, 314 Mineral, LLC., Smoking alternatives, CBD, gifts, and clothing.
  - b) Brian's Plumbing and Heating, 148 Manor Dr., Individual, Residential plumbing and heating service.
  - c) C & D Handyman Services LLC., 31189 US Hwy 2, LLC., Handyman, contracting, landscaping, and tractor work.
  - d) McAbee Teck, 17 Two Bit Cir. #13, Individual, Mobile computer I.T. support.

<u>UNFINISHED BUSINESS</u>: Each item will be introduced by the mayor (or assigned liaison) with a description of the item. Following council discussion on each item, there will be an opportunity for public comment. <u>No action will be taken</u>. Public comment is limited to 3 minutes concerning each item.

**GENERAL COMMENTS FROM COUNCIL**: Public comment will not be taken during this portion of the meeting.

#### **ADJOURNMENT:**

The manner of Addressing Council:

- Each person, not a Council member, shall address the Council at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, shall limit the address to the Council to three minutes.
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become
  boisterous or disruptive during the council meeting shall be forthwith barred from further
  presentation to the council by the presiding officer unless permission to continue is granted by a
  majority vote of the council.

#### **ATTENTION:**

To access this meeting electronically with  ${\bf ZOOM,}$ 

Dial: 253-215-8782 Meeting ID: **4042719951** Password: **151041 Posted:** 6/15/23

#### **ORDINANCE NO. 2008**

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBBY, MONTANA ADDING A NEW CHAPTER TO TITLE 17, ENTITLED "PARKING STANDARDS"

WHEREAS, the City of Libby is lacking uniform parking standards; and

WHEREAS, there have been several instances in our growing community wherein insufficient off-street parking has been constructed with new development; and

**WHEREAS**, such minimum parking requirements will ensure future residents have adequate parking space to prevent conflict with neighbors and maintain safe access in streets and alleyways.

**NOW, THEREFORE,** be it ordained by the City Council of the City of Libby, Montana the following Title 17, Chapter 34 is hereby adopted:

Chapter 17.34 PARKING STANDARDS – OFF STREET

New Residential Uses shall provide 2 parking spaces per dwelling unit. All other uses shall conform to the provisions and requirements set forth in 17.25.070 Parking, unless otherwise specified in different districts.

This Ordinance is effective thirty (30) days after its adoption by the City Council of the City of Libby, Montana, and signing by the Mayor thereof.

**FIRST READING** and approved by City Council on the 15<sup>th</sup> day of May 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LIBBY, MONTANA on this 5<sup>th</sup> day of June 2023.

	Attest:
Peggy Williams, Mayor	Leann Monigold, Clerk/Treasurer

## clerk.treasurer@cityoflibby.com

From: Tabitha Viergutz <tabitha@lorfoundation.org>

Sent: Thursday, June 15, 2023 11:46 AM
To: clerk.treasurer@cityoflibby.com
Subject: LOR Funding for Libby Police

#### Good morning Leann,

I would like to have time on the agenda for approval of a grant for the Libby Police Department and their need for equipment to increase and sustain their health and safety. This grant has a total budget of \$16840.00 for a complete PRX Performance Couple Elite Package x2 (with specific weights and adjustments to the system for the department needs per Chief Cody Ercanbrack) as well as a Concept 2 Rower Machine. According to Chief Ercanbrack- "Regular exercise is proven to drastically reduce stress which reduces the chances of officers struggling with stress related issues with the law enforcement profession. With my officers being more well adjusted they can have longer healthier careers, make faster, more sound decisions under high stress, and are less likely to use excessive force all of which are huge benefits to the citizens of Libby."

I will send you the intent to fund from LOR before the meeting but would like time on the agenda and a vote of the council to accept funds for the Libby Police Department Solution.

#### Best

Tabitha Viergutz

Libby Community Officer | LOR Foundation

Direct: (406) 250-5218

tabitha@lorfoundation.org | @LORFoundation

Tabitha's Calendar



This email from the LOR Foundation (and any attachments) is confidential and is meant only for the individual(s) or entity to whom it is addressed. If you are not the designated recipient of this message, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please destroy and/or delete all copies of it and notify the sender of the error by return email. This communication does not alter or amend any grant agreement or use of funds statement in effect between the recipient and the LOR Foundation.

## **Collective Bargaining Agreement**

Between

City of Libby, Montana

And

# AFSCME Libby Montana Municipal Employees Local 3034

July 2, 2023 - June 29, 2025

## **TABLE OF CONTENTS**

	Prean	nble	Page 4
Article 1.	Recog	gnition	Page 4
Article 2.	Definit	tions	Page 4
Article 3.	Manag	gement Rights	Page 5
Article 4.		Security	Page 5
	4.1	Membership Requirements	Page 5
	4.2	Dues Deduction	Page 6
Article 5. Ur	nion Right	S	Page 6
	5.1	Representative Access	Page 6
	5.2	Stewards	Page 6
	5.3	Bulletin Board	Page 6
	5.4	Meeting Room	Page 6
	5.5	Discipline and Discharge	Page 6
	5.6	Personnel Files	Page 6
Article 6. No	n-Discrir	nination	Page 7
Article 7. Ba	rgaining	Unit Work	Page 7
Article 8. Wo	orkday/V	<b>Veek</b>	Page 7
	8.1	Work Week	Page 7
	8.2	Break and Meal periods	Page 7
Article 9. Se	eniority,	Layoff & Recall	Page 7
	9.1	Seniority Defined	Page 7
	9.2	Termination of Seniority	Page 7
	9.3	•	Page 8
	9.4	Layoff	Page 8
	9.5	Bumping Rights	Page 8
	9.6	Recall	Page 8
Article 10. Va	cancies	and Job Openings	Page 8
Article 11. Ed			Page 9
	11.1	Course Work	Page 9
	11.2	Commercial Driver's License	Page 9
	11.3	Water/Sewer/Distribution Certification	Page 9
Article 12. Gr	rievance	and Arbitration	Page 9
	12.1	Grievance Defined	Page 9
	12.2	Discharge	Page 10
	12.3	Time Limits	Page 10
	12.4	Grievance Process	Page 10
Article 13. Le	aves		Page 11
	13.1	Annual Leave	Page 11
	13.2	Sick Leave	Page 12
	13.3	Sick Leave Donation	Page 13
	13.4	Maternity Leave	Page 14
	13.5	Military Leave	Page 14
	13.6	Leave without Pay	Page 14
	13.7	Bereavement Leave	Page 14

	13.8	Jury Duty	Page 15
	13.9	Union Leave	Page 15
Article 14. Holid	days		Page 15
Article 15. Wag	es and	Compensation	Page 16
	15.1	Wages	Page 16
	15.2	Overtime	Page 16
	15.3	Higher Classification Pay	Page 16
	15.4	Payroll Adjustments	Page 17
	15.5	Call out Time	Page 17
	15.6	Travel Reimbursement	Page 17
	15.7	Volunteer Emergency Services	Page 17
	15.8	Cemetery Duty	Page 17
	15.9	Clothing Allowance	Page 17
	15.10	Certification Compensation	Page 17
	15.11	Lead Designation	Page 18
	15.12	Foreman	Page 18
Article 16. Cont	tracting	Out	Page 18
Article 17. Labo	or Mana	gement Relations	Page 19
	17.1	Labor/Management Committee	Page 19
	17.2	Committee Guidelines	Page 19
Article 18. Heal	th, Safe	ty and Welfare	Page 20
	18.1	Health Insurance	Page 20
	18.2	Insurance Committee	Page 20
	18.3	Safety Committee	Page 20
		Worker's Compensation	Page 20
Article 19. No S	trike –	No Lockout	Page 20
Article 20. Savi	_		Page 21
Article 21. Dura			Page 21
Article 22. Exec	ution		Page 21
Exhil	bit "A" ˈ	Wages	Page 22
Adde	endum	В	Page 26

## Libby Montana Municipal Employees A.F.S.C.M.E. Local 3034

#### **AGREEMENT**

#### **PREAMBLE**

This Agreement is effective upon ratification by Employees and approval of the Employer, and is by and between the City of Libby, Montana, hereinafter referred to as the "Employer", and Local 3034 of the American Federation of State, County and Municipal Employees, Montana State Council No. 9, hereinafter referred to as the "Union". In addition to the provisions contained in the Agreement, the provisions contained in addendum B shall also apply to employees of the Police Department. In consideration of the mutual covenants set forth herein, the Employer and the Union agree as follows.

## **Article 1. Recognition**

In compliance with the provisions of the Montana Public Employees Collective Bargaining Act, as amended, and pursuant to certification of the Montana Department of Labor and Industry, Board of Personnel Appeals, Case No. 1624-2001, the Employer recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time employees of the City of Libby, Libby, Montana, but excluding all supervisory, managerial, confidential, the Chief of Police, temporary employees, seasonal employees working less than 180 days in any fiscal year and other employees excluded pursuant to the terms of the aforementioned Act.

The Employer does not have a formal orientation process for new employees. The Employer will notify the Union's local president when new employees are hired, and the president may speak with the new hire(s) about the Union.

#### **Article 2. Definitions**

For the purposes of this Agreement, the following definitions shall apply:

- 2.1 "Full-time employee" shall mean an employee normally scheduled to work 40 hours per week.
- 2.2 "Regular part-time employee" shall mean an employee who is assigned to a position designated by the Employer as permanent, but who normally works less than 40 hours per week.
- 2.3 A "probationary employee" shall mean an employee who has worked for the Employer less than 12 continuous months since last date of hire.
- 2.4 "Immediate family" shall refer to the employee's spouse, child, father, mother, brother, sister, grandparent, grandchild, or guardian, or relatives of the employee's spouse in like degree.
- 2.5 "Departments" for the purpose of this Agreement are as follows: police, streets, water treatment, water distribution, wastewater, and city hall.

## Article 3. Management Rights

- **3.1** Except as limited by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its managerial rights, power and authority to manage and operate its business and direct the workforce as such rights, powers and authority existed prior to the execution of this Agreement. Such rights include, but are not limited to, the following:
  - A. Direct employees,
  - B. Hire, fire, promote, transfer, assign, and retain employees,
  - Relieve employees from duties because of lack of work or funds, or Under conditions where continuation of such work would be Inefficient or non-productive,
  - D. Maintain the efficiency of government operations,
  - E. Determine the means, methods, job classifications, and personnel by which government operations are to be conducted,
  - F. Take whatever actions may be necessary to carry out the missions of the Employer,
  - G. Establish the methods and processes by which work is performed,
  - H. Promulgate, adopt, and amend rules and regulations in connection with the Employer's operations and the conduct of its employees,
  - I. designate smoking and non-smoking areas, and,
  - J. Test for the use of controlled substances or alcohol as permitted by applicable law.
- **3.2** The Employer will mail to the Local Union President copies of proposed changes to its Personnel Policies and Procedures at least two weeks prior to their adoption.
- **3.3** The Employer will give a copy of its Personnel Policies and Procedures to new employees at time of hire and will maintain an up-to-date set in each department and at City Hall.

## Article 4. Union Security

## 4.1 Membership Requirements:

All current employees and any future employees who are not members of the Union and who do not make application for membership within 30 days of employment, shall, as a condition of employment, pay to the Union the prescribed representation fee as a contribution toward the administration of this Agreement. Employees who fail to comply with this provision shall be discharged by the Employer within 10 days after receipt of such written notification by both the employee and the Employer. At month's end during this Agreement the city will notify the Union by email of changes in members of the Bargaining Unit (e.g., new hires and separations) that month.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Employer as a result of any action taken by the Employer pursuant to the provisions of this Article. The indemnification provided herein shall include, but not be limited to, the recovery of costs and attorney fees.

An employee who is a member of a bona fide religious sect whose established and traditional beliefs oppose joining or financially supporting a labor organization shall not be required to join or financially support the Union if, in lieu of periodic dues or fees, the employee pays an equivalent sum of money to a non-religious, non-union charity designated by the Union. The employee must provide the Union with proof of payment upon request.

#### 4.2 Dues Deduction:

Upon receipt of a signed authorization from an employee, the Employer shall deduct from pay, the amount of monthly dues owed the Union and shall remit the same as the Union directs. The Union will provide the Employer with written certification stating the amount of its monthly dues. Each authorization shall continue until revoked by an employee. The Employer's remittance to the Union shall be deemed correct if the Union does not give the Employer written notice of any errors and the reasons therefore within two (2) calendar weeks after the remittance is mailed.

## Article 5. Union Rights

#### 5.1 Representative Access:

An authorized representative of the Union, upon notification to the designated representative(s) of the Employer, shall be entitled to access the Employer's premises during regular business hours, provided that the Union shall conduct Union business in the employee break areas during employee break or mealtimes. The Union representative shall not interfere with the work of the employees, or with members of the public who are on the Employer's premises.

#### 5.2 Stewards:

The Union shall notify the Employer in writing of employees designated as union steward(s) and shall further notify the Employer in writing of any changes in such designation.

#### 5.3 Bulletin Board:

The Union shall have access to a reasonable amount of space on the employee bulletin board for posting union notices. Such notices shall not contain any derogatory or defamatory statements regarding the city of Libby, city officials or other employees.

## 5.4 Meeting Room:

The Union shall be allowed to use a meeting room in City Hall to conduct regular monthly meetings. Meetings must be scheduled through the Clerk's office and scheduling is subject to availability.

## 5.5 Discipline and Discharge:

Non-probationary employees shall be disciplined and discharged only with just cause.

#### 5.6 Personnel Files:

An employee may view his/her personnel file in the Employer offices at reasonable times and may obtain one copy of any such material at no cost to the employee. The Employer will provide a copy of any unsigned disciplinary action to the Local Union President by return receipt mail.

#### **Article 6. Non-Discrimination**

The Employer recognizes the rights of employees to engage in protected activities under the Montana Public Employees Collective Bargaining Act (Title 39 Chapter 31) the exclusive remedy for any violation of the Act is provided in the statute.

## Article 7. Bargaining Unit Work

Supervisors and non-bargaining unit employees may perform bargain unit work without violating this Agreement, provided it does not result in the direct and immediate layoff or reduction of hours of a bargaining unit employee.

## Article 8. Workday/Week

#### 8.1 Work Week:

The workweek shall be defined as Sunday at 12:00am through Saturday at 11:59pm.

## 8.2 Break and Meal Periods:

All employees shall be entitled to a 15-minute rest period during the first half of the shift and a 15-minute rest period during the second half of the shift, with a lunch period of not less than 30 minutes scheduled as near to the middle of the daily shift as possible. Supervisors shall designate the times and location for such lunch and rest breaks.

## Article 9. Seniority, Layoff & Recall

## 9.1 Seniority Defined:

For the purposes of this Agreement, seniority shall mean the length of an employee's continuous, uninterrupted employment with the Employer since the employee's last date of hire.

## 9.2 Termination of Seniority:

Seniority shall terminate, and with it the employment of the employee by the Employer, for any of the following reasons:

- A. If the employee voluntarily terminates or separates,
- B. If the employee is terminated by the Employer, subject to the provisions of the Grievance/Arbitration procedure, if applicable,
- C. If the employee is absent without notifying the Employer, unless later excused by the Employer,
- D. If continuous layoff extends beyond 12 months or the employee rejects a recall notice, whichever comes first.
- E. If an employee on lay off fails to respond to a recall notice within five (5) working days after being notified to report by certified mail, sent to the last residence address of the employee according to the Employer's records,
  - If an employee is off work due to illness or non-job-related injury in excess of 12 months following the exhaustion of all paid leave time,
- G. If an employee is off work due to an on-the-job illness or injury in excess of 18 months,
- H. If an employee obtains a leave of absence for false reasons or fails to report to work on his/her first scheduled workday following a leave of absence.

An employee who is away from work on a non-pay status shall not accrue seniority or benefits unless required by law.

#### 9.3 Seniority Lists:

The Employer shall maintain a seniority list for all employees. Copies of such list shall be available to the Union upon request.

#### 9.4 Layoff:

Layoffs shall be by department. Employees shall be laid off in the reverse order of seniority (the City will first look to seasonal employees, then probationary employees, and next regular employees), provided the remaining employees have the present skill and ability to perform the available work. Employees scheduled to be released shall be given 10 working days' notice in writing.

Seasonal employees shall not be hired for the purpose of replacing bargaining unit employees.

## 9.5 Bumping Rights:

An employee subject to layoff may, by written notification to the Employer within 10 working days of receipt of notice of pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate to the City's satisfaction that he/she can perform the requirements of the position. Employees of the Police Department may not bump employees in other city departments and employees in departments other than the Police Department may not bump employees in the Police Department.

#### 9.6 Recall:

Recall to employment shall likewise be in order of seniority within the department and the last employee released shall be the first recalled to work when the Employer needs additional employees. The Employer shall notify employees to return to work by certified mail to the employee's last known address, with a copy to the Union. In the event an individual was laid off from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall.

## Article 10. Vacancies and Job Openings

Job openings or vacancies occurring in the bargaining unit will be posted in each department for at least five working days. The posting shall contain the following information:

- A. Job Title,
- B. Position Description,
- C. Wage Rate
- D. Work Schedule,
- E. Starting Date,
- F. Deadline for Application.

When a position within the bargaining unit becomes vacant, the employer will fill such position based on the following criteria,

- A. Skills and abilities necessary to perform the duties of the position, and
- B. Performance evaluations.

When the City determines the above criteria are equal among the applicants for a position, seniority shall be the determining factor in the award of the position. During the first 60 calendar days on the new job, the employee may return to the former position or the employer may require that the employee return

## Article 11. Education and Training

#### 11.1 Course Work:

An employee wishing to take courses related to his or her work may apply to the Employer for cost reimbursement for such training. Reimbursement shall be in accordance with City policy as it exists at the time each request is made.

#### 11.2 Commercial Driver's License:

The Employer shall reimburse employees required to maintain a CDL for employment purposes for the cost of said CDL and for required physical examinations.

#### 11.3 Water/Sewer/Distribution Certification:

Employees hired into a position that has a State Certification attached after 2 July 2023 will have three years and three chances, paid for by the city, to become certified. After three failed opportunities, the employee must pay for any additional testing and training, including time off, travel, and per diem, to become certified and the employee must also take the examination at least annually and receive a higher score than the previous test to remain qualified for the position. Failure to comply will result in termination. The following positions contain certification requirements.

- A. Water Treatment Plant Leadman,
- B. Water Treatment Plant Operator (2),
- C. Water Distribution Operator,
- D. Meter Reader.
- E. Wastewater Treatment Plant Leadman,
- F. Wastewater Treatment Plant Operator (2).

As of 2 July 2023, any employee who has previously failed certification examinations will receive two additional years and two additional chances to become certified.

#### Article 12. Grievance and Arbitration Procedure

#### 12.1 Grievance Defined:

A grievant shall be defined as any employee or group of employees who has/have successfully completed the probationary period and is/are covered by this Agreement.

A grievance shall be any dispute or complaint concerning the interpretation, application, or compliance with this Agreement, or whether the discipline or discharge of an employee who has successfully completed all probationary periods was for just cause.

A formal grievance must be submitted in writing setting forth the incident(s) which is/are the basis for the grievance, the date(s) on which the event(s) occurred giving rise to the grievance, the portion(s) of this Agreement allegedly violated, and the requested remedy.

No employee shall be required to meet with any Employer representative at any step of a grievance without union representation.

The grievant, Union representative, and other employees whose attendance is required will be paid for meeting time that occurs during an employee's scheduled work time.

#### 12.2 Discharge:

A grievance challenging a discharge from employment of a grievant shall be initiated at Step 2. An employee who has not successfully completed his/her probationary period may be discharged by the Employer without the individual having recourse to this grievance procedure.

#### 12.3 Time Limits:

The time limits specified in the Agreement may be extended by mutual agreement in writing between the Employer and the grievant or Union. Reference to days regarding time periods in the grievance procedure shall refer to business days Monday through Friday, excluding holidays.

Any grievance not presented within the time limits specified in this Article and any grievance not appealed from one step to another within the time limits specified, shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to answer a grievance within the time limits specified, the grievance shall be considered denied as of the last day on which the Employer's response was due. The grievance shall then go to the next level of the grievance procedure, provided the grievant shall observe the procedure necessary to preserve the grievance at the next level.

#### 12.4 Grievance Process:

A grievance shall be handled in the following manner.

- **Step 1** The grievant and/or Union is encouraged to discuss the grievance with the grievant's immediate supervisor in an effort to informally resolve the matter.
- In the event the grievant and the immediate supervisor are unable to resolve the matter, the grievant shall reduce the grievance to writing and present it to the City Administrator or the Chief of Police (whichever is appropriate) within 10 days following the occurrence of the event giving rise to the grievance. The City Administrator or the Chief shall respond in writing within 10 days after presentation of the grievance.
- Step 3 If the grievant is not satisfied with the resolution proposed at Step 2, the grievant has 10 days from the date of the response at Step 2 to submit the grievance to the Mayor. The Mayor shall respond in writing within 10 days following the presentation of the grievance at this Step.

- Step 4 In the event the grievant is not satisfied with the decision of the Mayor, the grievant may file a notice of intent to arbitrate with the city within 10 days following the issuance of the Mayor's decision.
- The grievant, or Union, shall within 10 days after delivery of the notice of intent to arbitrate, request a list of seven names of arbitrators from the Montana Board of Personnel Appeals who are also panelists with the American Association of Arbitrators or members of the National Academy of Arbitrators. The parties shall then select an arbitrator by striking names from the list in alternate order, with the grievant or Union striking first.

The grievance shall be heard by a single arbitrator. The Employer and the grievant may be represented by third parties on their behalf, and either side shall have the right to submit evidence, offer testimony, present witnesses, and oral or written arguments relating to the issues before the arbitrator.

The decision of the arbitrator shall be rendered within 30 days following the closing of the hearing or after submission of post-hearing briefs, whichever is later, and shall be final and binding on the parties.

Each party shall bear its own expenses in connection with the arbitration, including witness expenses related to the parties, their representatives, any witnesses, and other expenses which a party incurs in connection with its case. The party requesting an official transcript shall pay all costs associated therewith unless the request is mutual, in which case the cost shall be shared equally by the Employer and the Union. The Employer and the Union shall share equally the fees and expenses of the arbitrator and any other expense which the parties mutually agree are necessary for the conduct of the arbitration.

The arbitrator shall have jurisdiction over grievances properly brought before him or her pursuant to the terms of this Agreement. The arbitrator shall not have authority to add to, subtract from, or alter the terms of this Agreement, nor shall the arbitrator have jurisdiction over any grievance that has not been processed in compliance with the procedures set forth in this Article.

#### Article 13. Leaves

#### 13.1 Annual Leave:

A. As provided in 2-18-611 and 612 M.C.A., employees shall accrue vacation leave credits from the beginning of employment, whether such employment time is continuous or not, and shall be entitled to take such vacation leave with pay after six (6) months of continuous employment. Regular part-time employees shall accrue prorated vacation leave benefits.

Full-time employees shall accrue vacation leave benefits based on seniority as follows:

- 1) From one full pay period through ten years of employment, one hundred twenty (120) working hours each year,
- 2) From ten years through fifteen years of employment, one hundred and forty-four (144) working hours each year,

- 3) From fifteen years through twenty years of employment, one hundred sixty-eight (168) working hours each year,
- 4) More than twenty years of employment, one hundred ninety-two (192) working hours each year.
- B. Vacations shall be scheduled keeping in mind the best interests of the Employer, provided that not more than one employee may be on vacation from a department between June 1 and September 30 unless approved by the Employer as the result of workload needs.
- C. Vacation requests should be submitted in writing to the City Administrator or the Chief of Police. Vacation between June 1 and September 30 will be awarded on the basis of seniority. Vacations requests after March 31 and requests for time before June 1 and after September 30 will be awarded on a first come, first serve basis. Notwithstanding the foregoing, requests for an entire workweek of vacation take precedence over requests for shorter vacations.
- D. Annual leave may be accumulated to a total not to exceed two times the number of hours earned annually as of the end of the first pay period of the next calendar year. Excess leave is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess leave was accrued. If an employee makes a reasonable written request to use excess leave time before such leave must be forfeited and the Employer denies the request, excess leave is not forfeited, and the Employer shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.
- E. Upon termination of employment, an employee shall be compensated for unused annual leave earned through the last day of employment. Paid annual leave hours used at the time of termination that exceed annual leave accrued may be withheld from the employee's final paycheck. In the event of the death of an employee, termination annual leave shall be paid to the employee's estate.
- F. An employee who transfers between departments of the same Employer shall not be compensated for accrued unused annual leave but rather such leave shall transfer with the employee.

#### 13.2 Sick Leave:

- A. An employee who becomes ill or is injured will be paid for all days lost to the extent of his or her accrued sick leave. Sick leave may be taken in a minimum of 15-minute increments. The Employer may require an employee to furnish medical certification before approving sick leave of five or more consecutive workdays or in cases where the Employer suspects possible abuse of sick leave.
- B. Employees are eligible to earn sick leave credits from the commencement of employment. However, an employee is not entitled to take paid sick leave until the completion of ninety (90) days of continuous employment since his or her date of hire. Sick leave credits shall be credited at the end of each pay period at the rate of ninety-six (96) hours per year for full-time employees. Regular part-time employees earn prorated sick leave credits. There shall be no limitation on the amount of sick leave accumulation and deducted from the employee's entitlement from the fiscal year in which the leave is taken.
- C. An employee who becomes ill or is injured shall be paid for all hours lost to the extent of his/her accrued sick leave. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or to leave without pay at the employee's option. Sick leave charges shall be recorded in increments of 15 minutes.

- D. Each employee shall notify the Employer of illness or inability to report for work in accordance with the Employer's policies and procedures.
- E. If an employee becomes ill during his or her vacation, the employee may take sick leave for the duration of his or her illness, provided the employee furnish satisfactory verification of said illness/injury.
- F. Upon termination of employment, an employee shall receive a lump sum payment equal to one-quarter of the employee's unused sick leave unless the employee is not entitled thereto as determined by the Employer under Section G below. The lump sum payment will not be made if the employee's termination is for the purpose of accepting other employment with the Employer. An employee who receives a lump sum payment following termination of employment and is later employed by the Employer shall not be credited with any sick leave earned during the previous period of employment. In the event of the death of an employee, termination sick leave shall be paid to the employee's designated beneficiary.
- G. Fraudulent or abusive use of sick leave may result in loss of sick leave pay and may constitute grounds for discharge and forfeiture of the lump sum payment (see section F) otherwise due upon termination of employment.

#### 13.3 Sick Leave Donation:

Employees may each donate up to fifty percent (50%) of the employee's accrued sick leave in excess of forty (40) hours to an employee whose sick leave is exhausted but who would otherwise be eligible for sick leave. No benefiting employee shall receive more than 120 hours of donated sick leave during any twelve (12) month period without prior approval of the City Council. All donations of sick leave shall be arranged by donating employees through the City Clerk/Treasurer prior to a benefiting employee using donated sick leave.

## 13.4 Maternity Leave:

A pregnant employee shall be granted maternity leave of absence without pay. An employee shall make use of accrued sick leave time with pay in conjunction with maternity leave. The leave shall normally be taken by the employee beginning at a time when, for medical reason, the employee's licensed physician determines that the employee should work no longer. The employee agrees to notify the Employer not later than the fourth month of pregnancy of her condition, and at that time to furnish the Employer with a written statement from her physician stating that continued active employment is or is not medically approved. The employee shall notify the Employer of any change in the physician's position concerning her continued active employment. Notice from the employee's physician may be obtained during the regular course of physical examinations relating to the pregnancy. The employee shall endeavor to notify the Employer of the commencement date of her maternity leave at least one month prior thereto in order that the Employer may make prior arrangements for assuring continued performance of the employee's duties. The employee must return to work within the period of time recommended by her physician, unless the employee and the Employer mutually agree otherwise. Accrual of benefits and seniority while on maternity leave and reinstatement following return from maternity leave shall be governed by applicable law.

#### 13.5 Military Leave:

An employee who is a member of the organized militia of this State or who is a member of the organized or unorganized reserve corps of military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 120 hours in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time and time spent on such leave shall not count as time worked for probationary purposes.

An employee who returns from annual military training shall be reinstated to his/her previous position following return from leave. An employee called to active duty shall be reinstated according to applicable law following his or her return to work.

#### 13.6 Leave Without Pay:

Employees may be granted a leave of absence without pay or accrual of benefits subject to the prior written approval of the Employer. Except in cases of emergency, a request for leave shall be made in writing not less than thirty (30) days prior to the beginning date, and shall state the reason for the request, as well as the beginning and ending dates of the proposed leave.

An employee on leave without pay shall not engage in other employment without the written approval of the Employer.

Seniority and its accompanying benefits shall continue to accrue during leaves of absence not exceeding 15 days.

#### 13.7 Bereavement Leave:

Employees will be granted 3 days of paid sick leave for bereavement and funeral attendance following the death of a member of the employee's immediate family as defined in Article 2, section 4 for each family member. Additional leave may be used and charged first against accrued and available annual leave, then sick leave, as approved by the Employer on a case-by-case basis.

## 13.8 Jury Duty:

An employee who is summoned as a juror or subpoenaed to serve as a witness shall collect the fees and allowances and fees provided by applicable state law.

Paid jury duty time pursuant to the provisions of this Article shall count as hours worked, up to 8 hours per day, for the purposes of computing overtime.

#### 13.9 Union Leave:

The Employer may grant a leave of absence without pay when requested by an employee who is an officer or official representative of the Union. The Union agrees to keep the Employer notified of those employees who are officers or official representatives. The request for leave must be in writing and submitted to the Employer at least 10 days prior to the beginning of the requested leave. This leave is subject to the work needs of the Employer. The employee may use accrued annual leave time in order to receive pay while on leave.

## Article 14. Holidays

#### **14.1** Employees shall be granted the following holidays without loss of pay:

New Year's Day
Martin Luther King Jr., Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
State General Election Day

- **14.2** The following applies to employees other than those assigned to the Police Department:
  - A. If any of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. If any of the above holidays falls on a Saturday, the Friday preceding shall be observed as the holiday.
  - B. An employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off, either on the day preceding or the day following the holiday, or another day scheduled by the employee and Employer.
  - C. If a holiday falls during an employee's regularly scheduled vacation, the holiday will not be charged against the employee's accrued vacation time.
  - D. All time worked on a holiday will be paid at one and one-half (1 ½) times the regular hourly straight time rate of pay, plus holiday pay. Employees scheduled to work on a holiday will not receive an alternate day off.
- **14.3** Holiday provisions for employees assigned to the Police Department are listed in Addendum B of this Agreement:
- 14.4 Holiday pay for full-time employees will be paid at the employee's regular hourly rate of pay. The number of hours of holiday leave shall be the same as the regularly assigned shift i.e., if an employee is regularly assigned to ten (10) hour shifts, they will receive ten (10) hours of accrued holiday pay for each holiday.
- **14.5** Holiday pay will be pro-rated for part-time employees.

## Article 15. Wages and Compensation

## 15.1 Wages:

Each employee will advance one step annually, one step reflects a 1% increase in annual pay within the wage matrix Exhibit A, steps are a reflection of time in service.

Wage increases will be reflected in Exhibit A. On July 2, 2023 the wage matrix will increase by 2.0%. On June 30, 2024 the wage matrix will increase by 2.0%.

#### 15.2 Overtime Time:

All hours worked in excess of 40 hours in any workweek shall be compensated at the rate of 1 ½ times the employees' regular hourly rate of pay. Overtime will be paid in the following increments:

0 -15 minutes = 0 minutes overtime 16 - 30 minutes = 30 minutes overtime 31 - 45 minutes = 45 minutes overtime Over 45 minutes = actual working time

All compensable hours shall count as hours worked for the purpose of computing overtime. No overtime shall be worked without the prior approval of the employee's immediate supervisor, or unless an emergency exists.

A maximum of 40 hours may be accumulated and used as comp time. Employees shall accrue one and one-half hour of comp time for each hour of overtime worked. Overtime must be approved by management prior to being worked, and scheduling comp time off is subject to the Employer's prior approval.

#### 15.3 Higher Classification Pay:

An employee temporarily assigned by the city to work at a higher-grade\_vacated position, within or outside the bargaining unit, shall be paid at the range applicable to that classification until the position is permanently filled. Any step increase for Leadman will not be carried forward as another employee will be assigned as temporary Leadman.

The provisions of this subparagraph are not subject to the grievance procedure.

## 15.4. Payroll Adjustments:

Corrections or adjustments in pay attributable to an error by the City will be corrected immediately upon bringing the error to the attention of the City Clerk/Treasurer. Other errors will be corrected in the paycheck next following when the error was brought to the attention of the City Clerk/Treasurer.

#### 15.5 Call Out Time:

Employees called out to work at a time outside their regularly scheduled shift will be paid a minimum of two (2) hours at their applicable rate of pay. Employees shall not be required to perform duties not related to the reason for the call out.

#### 15.6 Travel Reimbursement:

Travel in a personal vehicle on official city business will be reimbursed in accordance with the policy of the State of Montana for mileage, meals, and lodging. Appropriate receipts must be furnished upon request by the Employer. Use of a personal vehicle will be pursuant to city policy.

#### 15.7 Volunteer Emergency Services:

Employees who participate in organized volunteer community emergency service programs (e.g., fire department, ambulance, search and rescue, veteran's organizations) shall be allowed to participate in such activities, when necessary, without loss of pay, provided that the City's responsibility for compensation will be limited to a maximum of eight hours of scheduled work per event, unless mutually agreed otherwise.

#### 15.8 Cemetery Duty:

Employees are responsible for opening and closing graves, repairing damage caused by those activities, and maintaining the cemetery grounds in a manner akin to other city properties.

## 15.9 Clothing Allowance:

A clothing allowance of \$150.00 per fiscal year shall be payed to each full-time bargaining unit employee (excluding office or administrative personnel) of the street, sewer, water, parks and cemetery departments for the purchase of work boots and clothing. Employees who are eligible to receive this benefit shall be payed \$150.00 on the first pay period of the new fiscal year.

This allowance is treated as a taxable event and is subject to income, social security and Medicare taxes.

## **15.10 Certification Compensation:**

Employees who receive the first applicable operator's certificate for the job he/she occupies shall receive one increase in grade (Exhibit A) beginning the pay period immediately following receipt of the certificate. This benefit is limited to one per employee.

Employees who lose the applicable operator's certificate for the job he/she occupies shall receive one decrease in grade (Exhibit A) accompanied by a written reprimand beginning the pay period immediately following loss of the certificate. Grade reinstatement will begin the pay period immediately following re-certification.

Utility Billing Clerks shall be eligible for a one time increase in grade (Exhibit A) from grade 9 to grade 10 upon completion of a 1-Year, probationary period.

## 15.11 Lead Designation:

An Employee permanently designated a "Lead" shall receive a one-time increase of three (3) steps (Exhibit A) beginning the pay period immediately following the permanent designation as "Lead."

## 15.12 Foreman Designation:

An Employee designated as "Foreman" shall receive a grade increase to be one grade below the department supervisor (Exhibit A) beginning the pay period immediately following the designation as "Foreman". If no immediate supervisor is over the department, the "Foreman" will receive a grade increase to be one grade above the certified employees within the department.

No employee will be designated as "Lead" and "Foreman" concurrently. There cannot be a "Lead" and a "Foreman" within the same department. Any foreman who relinquishes the designation, duties, or responsibilities will relinquish any increases received for the designation.

In addition to regular duties the Foreman must agree to:

- A. Respond to the city cell phone in the absence of the Street Supervisor.
- B. Be responsible for all budget matters and decision making in the absence of the Street Supervisor.
- C. Is responsible to respond to and coordinate-city employees for after hour emergencies in the absence of the Street Supervisor.
- D. Is responsible for all job site safety including requiring and proper use of all Personal Protective Equipment (PPE).
- E. Is responsible for ensuring all necessary equipment is present at each job site.
- F. Is responsible to document onsite safety violations and violations of CBA and Personnel Policies and Procedures Manual and forward the documentation to the Street Supervisor and City Administrator for action when required.
- G. Follow additional directions/orders from the Street Supervisor, City Administrator, or Mayor when given.

## **Article 16. Contracting Out**

In the event the Employer considers contracting or sub-contracting work currently performed by bargaining unit members, the Employer agrees to provide pertinent information to the Union and to move such discussions to the Labor/Management Committee.

## **Article 17. Labor Management Relations**

## 17.1 Labor/Management Committee:

The parties agree to form a joint Labor/Management Committee. The Union shall elect three (3) representatives from the bargaining unit, one of whom shall be designated as the Union Committee chairperson. Three (3) corresponding management representatives shall be appointed by the Employer.

The committee shall meet once every three (3) months at a mutually agreeable date and time within the workweek. Additional meetings may be held by mutual agreement of the parties. Meetings shall be limited to one and one-half hour's duration unless mutually agreed otherwise. Labor/management committee representatives shall suffer no loss of pay for time spent in labor/management committee meetings but shall not be paid for time that is outside of the attendee's scheduled work hours.

Each side will submit its agenda to the other five (5) days in advance, to both parties, which shall contain no more than three (3) items.

A management representative shall serve and preside as chairperson (with full voting privileges). Minutes shall be taken by a representative from the union. The minutes shall include comments on the topics discussed and the committee's disposition of each topic. Copies of the minutes shall be reviewed at the next meeting and jointly signed by the chairperson and the union committee chairperson before they become official.

Any procedures or recommendations agreed to through these meetings will be communicated in writing by the chairperson to the City Council. The union committee chairperson shall review and initial such communication prior to its submission to the Chair of the Council's Personnel Committee.

#### 17.2 Committee Guidelines:

The UM committee shall operate and function under the following guidelines:

- A. It is recognized that recommendations growing out of these meetings are not binding and any implementation of such recommendations is at the sole discretion of the management of the City of Libby.
- B. No bargaining shall take place, i.e., matters covered shall not contradict, add to, or otherwise modify the terms and conditions of the contract.
- C. No grievances shall be discussed.
- D. The UM Committee may conduct compensation surveys provided it shall only consider the three next smaller and/or larger cities.

## Article 18. Health, Safety and Welfare

#### 18.1 Health Insurance:

Health/Dental Insurance: Beginning July 2, 2023 the Employer will pay \$777.00 per month toward the monthly premium for each employee (including dependents) electing health/dental insurance coverage. Eligibility for coverage will be determined by the carrier pursuant to the terms of the policy. In the event the cost of monthly premiums increase during the term of this agreement, the employer shall cover cost of the increase up to a maximum of an additional \$45.00 per month. In the event the cost of monthly premiums increase thereafter the employer shall cover one-half of the cost of the increase up to a maximum of an additional \$45.00 per month.

Vision Insurance: Beginning July 2, 2023 the Employer will pay \$8.15 per month toward the monthly premium for each employee (including dependents) electing vision insurance coverage.

Employees who have aquired qualified health insurance coverage from an alternate source will be eligible for a "Cash-in-Lieu" of benefit for health insurance. To be eligible the employee must be covered under other health care plans that are accepted by the Montana Municipal Interlock Authority (MMIA) and must be verified each year to comply as acceptable coverage. The amount set to be received by the employee will be two-thirds of the eligible benefit amount allocated by the employer for health insurance coverage provided by the employer.

#### **18.2 Insurance Committee:**

An insurance committee will be formed and maintained that will consist of an equal number of employees (including non-bargaining unit) and employer's representatives. Its purpose is to consider the health insurance benefits available to City employees, including carrier, benefit levels, premiums, etc. The committee may only make recommendations to the City Council and has no authority to make decisions. The mayor or president of the City Council may pre-approve an amount of paid work time that one employee/member may spend on insurance matters.

#### **18.3 Safety Committee:**

- A. All required safety equipment shall be provided at no cost to the employees.
- B. The Employer shall comply with the provisions of the Montana Safety Culture Act, and will establish a committee with participation by union members to monitor working conditions, equipment safety and to encourage the free flow of safety information and practices between the Employer and the employees.

#### **18.4 Worker's Compensation Insurance:**

The Employer shall carry industrial accident insurance on all employees. Employees must report all personal injuries received in the course of employment in accordance with Employer policy.

#### Article 19. No Strike - No Lockout

During the term of this Agreement, employees shall not engage in any work stoppage or slowdown and the Employer shall not lock out its employees. Employees may be required to cross picket lines to perform critical services.

## Article 20. Savings

In the event that any portion of this Agreement is invalidated by the passage of legislation or the final decision of a court of competent jurisdiction, such invalidation shall apply only to those portions invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Union and Employer agree to commence negotiations following the act of invalidation in an effort to correct the affected portions of the Agreement.

## Article 21. Duration of Agreement

This Agreement, including all Addenda, shall become effective as set forth in the Preamble and shall continue in full force and effect until June 29, 2025. It shall automatically renew from year to year thereafter unless either party notifies the other in writing, at least 60 days prior to the expiration date or any subsequent anniversary date that it desires to open the Agreement for modifications. If such notification is not given, the Agreement shall be considered as renewed for a one-year period.

## **Article 22. Execution**

For the City of Libby:	For AFSCME Council 9 Local 3034:
Peggy Williams, Mayor	Jeff Best, President
Melissa Berke, Libby City Council	, Vice President
Brian Zimmerman, Libby City Council	John Hibbs, Secretary
Gary Beach, Libby City Council	John Hibbs, Treasurer
Kristin Smith, Libby City Council	John Wiser, ASCFME Montana Council 9
Hugh Taylor, Libby City Council	
Zachariah McNew, Libby City Council	

## Exhibit "A"

																								26.9600	25.3136	23.6458	21.9580	20.3210	18.6744	17.0492	15.3708	13.6607	12.0248	FY-23	Entry	
16	15	14	13	12	11	10	9	· ·		Grade	Pay	16	15	14	13	12	11	10	9	<b>∞</b>		Grade	Pay	0 16	6 15	8 14	0 13	0 12	4 11	2 10	8 9	7 8	8	Grade	Pay	
32.2458	30.2764	1 28.2817	3 26.2633	24.3053	1 22.3359	20.3924	18.3847	16.3394	14.3829	Hourly	Step 16	5 29.7781	5 27.9595	1 26.1174	24.2533	22.4452	20.6264	18.8315	16.9776	15.0889	7 13.2820	Hourly	Step 8	27.4992	5 25.8199	1 24.1188	22.3972	20.7275	19.0479	17.3902	15.6783	13.9340	12.2653	FY-24	Entry	City Payrol
67,071.26	62,974.91	58,825.94	54,627.66	50,555.02	46,458.67	42,416.19	38,240.18	33,985.95	29,916.43		Annual	61,938.45	58,155.76	54,324.19	50,446.86	46,686.02	42,902.91	39,169.52	35,313.41	31,384.91	27,626.56		Annual	57,198.34		50,167.10	46,586.18	43,113.20		36,171.62	32,610.86	28,982.72	25,511.82		Annual	City of Libby ayroll - Hourly Pay
32.5683	30.5792	28.5646	26.5260	24.5484	22.5593	20.5964	18.5686	16.5028	14.5268	Hourly	Step 17	30.0759	28.2391	26.3786	24.4959	22.6697	20.8327	19.0199	17.1474	15.2398	13.4149	Hourly	Step 9	27.7742	-	24.3600	22.6212	20.9348	19.2384	17.5642	15.8351	14.0734	12.3880	Hourly	Step 1	Sa Table with :
67,742.06	63,604.74	59,414.37	55,174.08	51,060.67	46,923.34	42,840.51	38,622.69	34,325.82	30,215.74		Annual	62,557.87	58,737.33	54,867.49	50,951.47	47,152.98	43,332.02	39,561.39	35,666.59	31,698.78			Annual	57,770.34	54,242.45	50,668.80	47,052.10	43,544.38	40,015.87	36,533.54	32,937.01	29,272.67	25,767.04		Annual	City of Libby Salary Matrix per Union Contract Payroll - Hourly Pay Table with Steps (each year at 1% = one step)
32.8940	30.8850	28.8503	26.7913	24.7939	22.7849	20.8024	18.7543	16.6679	14.6721	Hourly	Step 18	30.3767	28.5215	26.6424	24.7409	22.8964	21.0411	19.2101	17.3189	15.3922	13.5491	Hourly	_	28.0520	26.3389	24.6036	22.8475	21.1442	19.4308	17.7399	15.9935	14.2142	12.5119	Hourly	Step 2	r Union Cor ar at 1% = o
68,419.52	64,240.80	60,008.62	55,725.90	51,571.31	47,392.59	43,268.99	39,008.94	34,669.23	30,517.97		Annual	63,183.54	59,324.72	55,416.19	51,461.07	47,624.51	43,765.49	39,957.01	36,023.31	32,015.78	28,182.13		Annual	58,348.16	54,784.91	51,175.49	47,522.80	43,979.94	40,416.06	36,898.99	33,266.48	29,565.54	26,024.75		Annual	ntract ine step)
33.2230	31.1939	29.1389	27.0593	25.0419	23.0128	21.0105	18.9419	16.8346	14.8189	Hourly	Step 19	30.6805	28.8068	26.9089	24.9884	23.1254	21.2516	19.4023	_	15.5462	13.6846	Hourly	Step 11	28.3325	26.6023	24.8496	23.0760	21.3556	19.6251	17.9173	16.1534	14.3563	12.6370	Hourly	Step 3	2.0%
69,103.84	64,883.31	60,608.91	56,283.34	52,087.15	47,866.62	43,701.84	39,399.15	35,015.97	30,823.31		Annual	63,815.44	59,918.14	55,970.51	51,975.87	48,100.83	44,203.33	40,356.78	36,383.57	32,336.10	28,463.97		Annual	58,931.64	55,332.76	51,687.24	47,998.03	44,419.74	40,820.22	37,267.98	33,599.14	29,861.19	26,285.00		Annual	Increase
33.5553	31.5059	29.4303	27.3299	25.2924	23.2430	21.2207	19.1314	17.0030	14.9671	Hourly	Step 20	30.9874	29.0949	27.1780	25.2383	23.3567	21.4642	19.5964	17.6671	15.7017	13.8215	Hourly	Step 12	28.6159	26.8684	25.0982	23.3068	21.5692	19.8214	18.0965	16.3150	14.5000	12.7634	Hourly	Step 4	
69,795.02	65,532.27	61,215.02	56,846.19	52,608.19	48,345.44	44,139.06	39,793.31	35,366.24	31,131.57		Annual	64,453.79	60,517.39	56,530.24	52,495.66	48,581.94	44,645.54	40,760.51	36,747.57	32,659.54	28,748.72		Annual	59,521.07	55,886.27	52,204.26	48,478.14	44,863.94	41,228.51	37,640.72	33,935.20	30,160.00	26,547.87		Annual	FY-24
33.8909	31.8210	29.7247	27.6032	25.5454	23.4755	21.4330	19.3228	17.1731	15.1168	Hourly	Step 21	31.2973	29.3859	27.4498	25.4907	23.5903	21.6789	19.7924	17.8438	15.8588	13.9598	Hourly	Step 13	28.9021	27.1371	25.3492	23.5399	21.7849	20.0197	18.2775	16.4782	14.6450	12.8911	Hourly	Step 5	2 July
70,493.07	66,187.68	61,827.38	57,414.66	53,134.43	48,829.04	44,580.64	40,191.42	35,720.05	31,442.94		Annual	65,098.38	61,122.67	57,095.58	53,020.66	49,067.82	45,092.11	41,168.19	37,115.10	32,986.30	29,036.38		Annual	60,116.37	56,445.17	52,726.34	48,962.99	45,312.59	41,640.98	38,017.20	34,274.66	30,461.60	26,813.49		Annual	2 July 2023 - 6 July 2024
34.2299	32.1393	30.0220	27.8793	25.8009	23.7103	21.6474	19.5161	17.3449	15.2680	Hourly	Step 22	31.6103	29.6798	27.7243	25.7457	23.8263	21.8957	19.9904	18.0223	16.0174	14.0994	Hourly	Step 14	29.1912	27.4085	25.6027	23.7753	22.0028	20.2199	18.4603	16.6430	14.7915	13.0201	Hourly	Step 6	2024
71,198.19	66,849.74	62,445.76	57,988.94	53,665.87	49,317.42	45,026.59	40,593.49	36,077.39	31,757.44		Annual	65,749.42	61,733.98	57,666.54	53,551.06	49,558.70	45,543.06	41,580.03	37,486.38	33,316.19	29,326.75		Annual	60,717.70	57,009.68	53,253.62	49,452.62	45,765.82	42,057.39	38,397.42	34,617.44	30,766.32	27,081.81		Annual	
34.5722	32.4607	30.3223	28.1581	26.0590	23.9475	21.8639	19.7113	17.5184	15.4207	Hourly	Step 23	31.9265	29.9766		26.0032	24.0646	22.1147	20.1904	18.2026	16.1776	14.2404	Hourly	Step 15	29.4832		25.8588	24.0131	22.2229	20.4221	18.6450	16.8095	14.9395	13.1504	Hourly	Step 7	Pa
71,910.18	67,518.26	63,070.38	58,568.85	54,202.72	49,810.80	45,476.91	40,999.50	36,438.27	32,075.06		Annual	66,407.12	62,351.33	58,243.33	54,086.66	50,054.37	45,998.58	41,996.03	37,861.41	33,649.41	29,620.03		Annual	61,325.06	57,579.81	53,786.30	49,947.25	46,223.63	42,477.97	38,781.60	34,963.76	31,074.16	27,352.83		Annual	Page 1 of 2

Step 24 Hourly

Annual

Step 25

Annual

Step 26 15.8882

Annual

Annual

Step 28

Annual

Step 29

Annual

Step 30

Annual

Step 31

Annual

17.6936 15.5750

36,802.69 17.8706 37,170.85 41,409.68 20.1076 41,823.81

18.0494

18.2299 16.0471 Step 27

37,918.19 18.4122 42,664.54 20.7170 47,323.95 | 22.9795 56,403.78 27.3884

38,297.38 43,091.36

18.5964 38,680.51 20.9242 43,522.34 16.3697 34,048.98

20.5118 22.7519

46,855.33 37,542.75

51,833.60

52,351.94 56,967.87

27.6623 25.4209 23.2093

47,797.36

48,275.34 23.4414

4 48,758.11 23.6759 2 53,404.42 25.9320 4 39,067.39 18.9703 5 43,957.68 21.3449

53,938.56 49,245.87 32,396.00 15.7308

32,720.06

33,047.46 42,242.10

33,377.97 16.2076

33,711.81

16.5334

34,389.47 16.6988

34,733.50

39,458.22 44,397.39

 45,931.81
 22.3035
 46,391.28
 22.5266

 50,308.96
 24,4289
 50,812.11
 24,6732

 54,744.77
 26.5828
 55,292.22
 26.8487

FY-24

		_	_					_	<u> </u>	-	_	_	_	_	_		_					-	_				_	_
15	14	13	12	11	10	9	8	7	Grade	Pay	10	, L	14	13	12	11	10	9	00	7	Grade	Pay	16	15	14	13	12	ŀ
38.4443	35.9118	33.3486	30.8625	28.3620	25.8945	23.3451	20.7481	18.2637	Hourly	Step 40	14.61.16	35.5023	33.1635	30.7966	28.5006	26.1914	23.9127	21.5584	19.1601	16.8658	Hourly	Step 32	34.9180	32.7854	30.6256	28.4397	26.3196	7 112010
79964.14	74696.54	69365.09	64194.00	58992.96	53860.56	48557.81	43156.05	37988.50		Annual	/804/./1	/3844./8	68980.08	64056.93	59281.25	54478.11	49738.42	44841.47	39853.01	35080.86		Annual	72,629.44	68,193.63	63,701.25	59,154.58	54,744.77	00,000,00
38.8288	36.2710	33.6821	31.1712	28.6457	26.1535	23.5786	20.9556	18.4464	Hourly	Step 41	36.1690	$\neg$	$\neg$		28.7857	26.4534	24.1519	21.7740	19.3518	17.0345	Hourly	Step 33	35.2672	33.1133	30.9319	28.7241	26.5828	1 11 11 100
80,763.90	75,443.68	70,058.77	64,836.10	59,583.06	54,399.28	49,043.49	43,587.65	38,368.51		Annual	/3,434.3/	Т	10	64,697.57	59,874.26	55,023.07	50,235.95	45,289.92	40,251.74	35,431.76		Annual	73,355.78	68,875.66	64,338.35	59,746.13	55,292.22	00)011111
39.2171	36.6338	34.0190	31.4830	28.9322	26.4151	23.8144	21.1652	18.6309	Hourly	Step 42	20.2/12	36.2160	33.8302	31.4157	29.0736	26.7180	24.3935	21.9918	19.5454	17.2049	Hourly	Step 34	35.6199	33.4445	31.2413	29.0114	26.8487	10.00
81,571.57	76,198.30	70,759.52	65,484.64	60,178.98	54,943.41	49,533.95	44,023.62	38,752.27		Annual	00,220.72	75,329.28	70,366.82	65,344.66	60,473.09	55,573.44	50,738.48	45,742.94	40,654.43	35,786.19		Annual	74,089.39	69,564.56	64,981.90	60,343.71	55,845.30	02/020120
39.6093	37.0002	34.3592	31.7979	29.2216	26.6793	24.0526	21.3769	18.8173	Hourly	Step 43	30,93/3	30.5/82	34.1686	31.7299	29.3644	26.9852	24.6375	22.2118	19.7409	17.3770	Hourly	Step 35	35.9761	33.7790	31.5538	29.3016	27.1172	1 1000
82,387.34	76,960.42	71,467.14	66,139.63	60,780.93	55,492.94	50,029.41	44,463.95	39,139.98		Annual	61,051.16	/6,082.55	71,070.69	65,998.19	61,077.95	56,129.22	51,246.00	46,200.54	41,061.07	36,144.16		Annual	74,830.29	70,260.32	65,631.90	60,947.33	56,403.78	01,000,00
40.0054	37.3703	34.7028	32.1159	29.5139	26.9461	24.2932	21.5907	19.0055	Hourly	Step 44	39.3409	36.9440	34.5103	32.0472	29.6581	27.2551	24.8839	22.4340	19.9384	17.5508	Hourly	Step 36	36.3359	34.1168	31.8694	29.5947	27.3884	1001001
83,211.23	77,730.22	72,181.82	66,801.07	61,388.91	56,047.89	50,529.86	44,908.66	39,531.44		Annual	61,641.33	/6,843.52	71,781.42	66,658.18	61,688.85	56,690.61	51,758.51	46,662.72	41,471.87	36,505.66		Annual	75,578.67	70,962.94	66,288.35	61,556.98	56,967.87	orlocate.
40.4055	37.7441	35.0499	32.4371	29.8091	27.2156	24.5362	21.8067	19.1956	Hourly	Step 45	39./404	37.3135	34.8555	32.3677	29.9547	27.5277	25.1328	22.6584	20.1378	17.7264	Hourly	Step 37	36.6993	34.4580	32.1881	29.8907	27.6623	10, 1100
84,043.44	78,507.73	72,903.79	67,469.17	62,002.93	56,608.45	51,035.30	45,357.94	39,926.85		Annual	62,000.03	//,612.08	72,499.44	67,324.82	62,305.78	57,257.62	52,276.22	47,129.47	41,886.62	36,870.91		Annual	76,334.54	71,672.64	66,951.25	62,172.66	57,537.58	00,00000
40.8096	38.1216	35.4004	32.7615	30.1072	27.4878	24.7816	22.0248	19.3876	Hourly	Step 46	40.13/9	37.0807	35.2041	32.6914	30.2543	27.8030	25.3842	22.8850	20.3392	17.9037	Hourly	Step 38	37.0663	34.8026	32.5100	30.1897	27.9390	10,0,01
84,883.97	79,292.93	73,632.83	68,143.92	62,622.98	57,174.62	51,545.73	45,811.58	40,326.21		Annual	03,400.03	17			62,928.94	57,830.24	52,799.14	47,600.80	42,305.54	37,239.70		Annual	77,097.90	72,389.41	08.029,79	62,794.58	58,113.12	20,1011
41.2177	38.5029	35.7545	33.0892	30.4083	27.7627	25.0295	22.2451	19.5815	Hourly	Step 47	40.5393	$\neg$	$\overline{}$	-	30.5569	28.0811	25.6381	23.1139	20.5426	18.0828	Hourly	Step 39	37.4370	35.1507	32.8351	30.4916	28.2184	-0.000
85,732.82		74,369.36	68,825.54	63,249.26	57,746.42	52,061.36	46,269.81	40,729.52		Annual	04,321.74	Т	33		63,558.35	58,408.69	53,327.25	48,076.91	42,728.61	37,612.22		Annual	77,868.96	73,113.46	68,297.01		58,694.27	00,000.00

Libby Montana Municipal Employees Local 3034 2023-2025 CBA
Page 23 of 27

16 40.9447 85164.98 41.3542 86,016.74 41.7678 86,877.02 42.1855 87,745.84 42.6074 88,623.39 43.0335 89,509.68 43.4639 90,404.91 43.8986 91,309.09

																								2	27.7992	25.8199	24.1180	22.3972	20.7275	19.0479	17.3902	15.6783	13.9340	12.2653	FY-24	Entry
16	15	14	13	12	11	10	9	00	7	Grade	Pay		16 LJ	14	13	12	11	10	9	<b>∞</b>	7	Grade	Pay		2 16		0 14	V	5 12	9 11	2 10	3 9	8	3 7	Grade	Pay
33.2496	30.8821	28.8467	26.7888	24.7918	22.7827	20.8001	18.7528	16.6663	14.6706	Hourly	Step 16		30 7049	1	Т	П	21.0391	19.2081	17.3174	15.3906	13.5477	Hourly	Step 8		28.3552	П	24.6004		21.1421	19.4289	17.7381	15.9919	14.2127	12.5107	FY-25	Entry
69,159.17	64,234.77	60,001.14	55,720.70	51,566.94	47,388.02	43,264.21	39,005.82	34,665.90	30,514.85		Annual		63 866 19	55,409.33	51,456.29	47,620.35	43,761.33	39,952.85	36,020.19	32,012.45	28,179.22		Annual		58,978.82	54,779.50	51,168.83	47,518.02	43,975.57	40,412.11	36,895.25	33,263.15	29,562.42	26,022.26		Annual
33.5821	31.1910	29.1352	27.0567	25.0398	23.0106	21.0082	18.9404	16.8330	14.8174	Hourly	Step 17		31 0120	26.9055	24.9860	23.1234	21.2495	19.4002	17.4906	15.5446	13.6832	Hourly	Step 9		28.6388	$\rightarrow$	24.8465	23.0737	21.3536	19.6232	17.9155	16.1519	14.3549	12.6359	Hourly	Step 1
69,850.77	64,877.28	60,601.22	56,277.94	52,082.78	47,862.05	43,697.06	39,396.03	35,012.64	30,820.19		Annual		59,912.11	55,963.44	51,970.88	48,096.67	44,198.96	40,352.42	36,380.45	32,332.77	28,461.06		Annual		59,568.70	55,327.38	51,680.72	47,993.30	44,415.49	40,816.26	37,264.24	33,595.95	29,858.19	26,282.67		Annual
33.9180	31.5030	29.4266	27.3273	25.2902	23.2408	21.2183	19.1299	17.0014	14.9656	Hourly	Step 18		21 2222	2/.1/46	25.2359		21.4620	19.5943	17.6656	15.7001	13.8201	Hourly	Step 10		28.9252	$\overline{}$	25.0950	_	21.5672	19.8195	18.0947	16.3135	14.4985	12.7623	Hourly	Step 2
70,549.44	65,526.24	61,207.33	56,840.78	52,603.62	48,340.86	44,134.06	39,790.19	35,362.91	31,128.45		Annual		65 150 18	56,523.1/	52,490.67	48,577.78	44,640.96	40,756.14	36,744.45	32,656.21	28,745.81		Annual		60,164.42 29.2145	55,880.66	52,197.60	48,473.36	44,859.78	41,224.56	37,636.98	33,932.08	30,156.88	26,545.58		Annual
34.2572	31.8181	29.7209	27.6006	25.5432	23.4733	21.4305	19.3212	17.1715	15.1153	Hourly	Step 19		31 6355	2/.4464	25.4883		21.6767	19.7903	17.8423	15.8572	13.9584	Hourly	Step 11		29.2145		25.3460	23.5375	21.7829	20.0177	18.2756	16.4766	14.6435	12.8899	Hourly	Step 3
71,254.98	66,181.65	61,819.47	57,409.25	53,129.86	48,824.46	44,575.44 21.6449	40,188.10 19.5145	35,716.72 17.3433	31,439.82		Annual		65 801 84	5/,088.51	53,015.66	49,063.66 23.8242	45,087.54	41,163.82	37,111.98	32,982.98	29,033.47		Annual		60,766.06 29.5066	56,439.46 27.4058	52,719.58 25.5995	48,958.09 23.7730	45,308.37	41,636.81	38,013.35	34,271.40	30,458.45	26,811.04		Annual
34.5998	32.1363	30.0182	27.8767	25.7987	23.7081	21.6449	19.5145	17.3433	15.2665	Hourly	Step 20		21 9519	27.7209	25.7432	23.8242	21.8935	19.9883	18.0208	16.0158	14.0980	Hourly	Step 12		29.5066	27.4058	25.5995	23.7730	22.0008	20.2179	18.4585	16.6415	14.7900	13.0189	Hourly	Step 4
71,967.58	66,843.50	62,437.86	57,983.54	53,661.30	49,312.85	45,021.39	40,590.16	36,074.06	31,754.32		Annual		66 459 95	5/,659.4/	53,545.86	49,554.34	45,538.48	41,575.66	37,483.26	33,312.86	29,323.84		Annual		61,373.73	57,004.06	53,246.96	49,447.84	45,761.66	42,053.23	38,393.68	34,614.32	30,763.20	27,079.31		Annual
34.9458	32.4577	30.3184	28.1555	26.0567	23.9452	21.8614	19.7097	17.5168	15.4192	Hourly	Step 21		29.9/3/	27.9982	26.0007	24.0625	22.1125	20.1882	18.2011	16.1760	14.2390	Hourly	Step 13		29.8017	27.6799	25.8555	24.0108	22.2209	20.4201	18.6431	16.8080	14.9379	13.1491	Hourly	Step 5
72,687.26	67,512.02	63,062.27	58,563.44	54,197.94	49,806.02	45,471.71	40,996.18	36,434.94	32,071.94		Annual		67 124 72	58,236.26	54,081.46	50,050.00	45,994.00	41,991.46	37,858.29	33,646.08	29,617.12		Annual		61,987.54	57,574.19	53,779.44	49,942.46	46,219.47	42,473.81	38,777.65	34,960.64	31,070.83	27,350.13		Annual
35.2953	32.7823	30.6216	28.4371	26.3173	24.1847	22.0801	19.9068	17.6920	15.5734	Hourly	Step 22		30.2/35	28.2/82	26.2608	24.3032	22.3337	20.3901	18.3832	16.3378	14.3814	Hourly	Step 14		30.0998	27.9567	26.1141	24.2510	22.4432	20.6244	18.8296	16.9761	15.0873	13.2806	Hourly	Step 6
73,414.22	68,187.18	63,692.93	59,149.17	54,739.98	50,304.18	45,926.61	41,406.14	36,799.36	32,392.67		Annual		67 796 14	58,818.66	54,622.46	50,550.66	46,454.10	42,411.41	38,237.06	33,982.62	29,913.31		Annual		62,607.58	58,149.94	54,317.33	50,442.08	46,681.86	42,898.75	39,165.57	35,310.29	31,381.58	27,623.65		Annual
35.6483	33.1102	30.9279	28.7215	26.5805	24.4266	22.3010	20.1059	17.8690	15.7292	Hourly	Step 23		30.5/63	28.5610	26.5235		22.5571	20.5941	18.5671	16.5012	14.5253	Hourly	Step 15		30.4008		26.3753	24.4936	22.6677	20.8307	19.0179	17.1459	15.2382	13.4135	Hourly	Step 7
74,148.46	68,869.22	64,330.03	59,740.72	55,287.44	50,807.33	46,386.08	41,820.27	37,167.52	32,716.74		Annual		68 474 77	59,406.88	55,168.88	51,056.30	46,918.77	42,835.73	38,619.57	34,322.50	30,212.62		Annual		63,233.66	58,731.50	54,860.62	50,946.69	47,148.82	43,327.86	39,557.23	35,663.47	31,695.46	27,900.08		Annual

7 July 2024 - 2 July 2025

City of Libby

New Salary Matrix per Union Contract

2.0% Increase
Payroll - Hourly Pay Table with Steps (each year at 1% - one step) The chart is for 39 years

П				1						П					
Step 24															Annual
Hourly		Hourly		Hourly		Hourly		Hourly		Hourly		Hourly		Hourly	
15.8865	33,043.92	16.0454	33,374.43	16.2059	ASSOCIATE	16.3680	34,045.44	16.5317	34,385.94	16.6971	34,729.97	16.8641	35,077.33	17.0328	35,428.22
18.0477	195 861	18.2282	37,914.66	18.4105	38,293.84	18.5947	38,676.98	18.7807	39,063.86	18.9686	39,454.69	19.1583	39,849.26	19.3499	- 1
20.3070	42,238.56	20.5101	42,661.01	20.7153	43,087.82	20.9225	43,518.80	21.1318	43,954.14	21.3432	44,393.86	21.5567	44,837.94	21.7723	45,286.38
22.5241	46,850.13	22.7494	47,318.75	22.9769	47,791.95	23.2067	48,269.94	23.4388	48,752.70	23.6732	49,240.26	23.9100	49,732.80	24.1491	50,230.13
24.6709	51,315.47	24.9177	51,828.82	25.1669	52,347.15	25.4186	52,870.69	25.6728	53,399.42	25.9296	53,933.57	26.1889	54,472.91	26.4508	55,017.66
26.8464	55,840.51	27.1149	56,398.99	27.3861	56,963.09	27.6600	57,532.80	27.9366	58,108.13	28.2160	58,689.28	28.4982	59,276.26	28.7832	59,869.06
29.0088	22	29.2989	60,941.71	29.5919		29.8879		30.1868	00355	30.4887	63,416.50	30.7936	64,050.69	31.1016	64,691.33
14 31.2372	64,973.38	31.5496	65,623.17	31.8651	66,279.41	32.1838	66,942.30	32.5057	67,611.86	32.8308	68,288.06	33.1592	1.14	33.4908	69,660.86
15 33.4414	69,558.11	33.7759	70,253.87	34.1137	70,956.50	34.4549	71,666.19	34.7995	72,382.96	35.1475	73,106.80	35.4990	7.92	35.8540	
36.0048	74,889.98	36.3649	75,638.99	36.7286	76,395.49	37.0959	77,159.47	37.4669	77,931.15	37.8416	78,710.53	38.2201	79,497.81	38.6024	80,292.99
Step 32		1 1								LΙ		Ш		ıı	Annual
Hourly		Hourly		Hourly		Hourly	ar 48	Hourly		Hourly		Hourly		Hourly	
17.2032	35782.66	17.3753	36,140.62	17.5491	36,502.13	17.7246	36,867.17	17.9019	37,235.95	18.0810	37,608.48	18.2619	37,984.75	18.4446	38,364.77
19.5434	40650.27	19.7389	41,056.91	19.9363	41,467.50	20.1357		20.3371	42,301.17	20.5405	42,724.24	20.7460	43,151.68	20.9535	43,583.28
21.9901	45739.41		46,197.01	22.4323	46,659.18	22.6567	47,125.94	22.8833	47,597.26	23.1122	48,073.38	23.3434	1.27	23.5769	
24.3906	50732.45		51,239.97	24.8810	51,752.48	25.1299	52,270.19	25.3812	52,792.90	25.6351	53,321.01	25.8915	53,854.32	26.1505	54,393.04
26.7154	55568.03	26.9826	56,123.81	27.2525	56,685.20	27.5251	57,252.21	27.8004	57,824.83	28.0785	58,403.28	28.3593	58,987.34	28.6429	59,577.23
29.0711	60467.89		61,072.75	29.6556	61,683.65	29.9522	62,300.58	30.2518		30.5544	63,553.15	30.8600	64,188.80	31.1686	
31.4127	65338.42		65,991.95	32.0442	66,651.94	32.3647	67,318.58	32.6884	67,991.87	33.0153	68,671.82	33.3455	69,358.64	33.6790	70,052.32
33.8258	70357.66	34.1641	71,061.33	34.5058	71,772.06	34.8509	72,489.87	35.1995	73,214.96	35.5515	73,947.12	35.9071	74,686.77	36.2662	75,433.70
15 36.2126		36.5748	76,075.58	36.9406	76,836.45	37.3101	77,605.01	37.6833	78,381.26	38.0602	79,165.22	38.4409	79,957.07	38.8254	80,756.83
38.9885	81096.08	39.3784	81,907.07	39.7722	82,726.18	40.1700	83,553.60	40.5717	84,389.14	40.9775	85,233.20	41.3873	86,085.58	41.8012	86,946.50
Step 40															Annual
Hourly		Hourly		Hourly		Hourly		Hourly		Hourly		Hourly		Hourly	
18.6291	38748.53	18.8154	39,136.03	19.0036	39,527.49	19.1937	39,922.90	19.3857	40,322.26	19.5796	40,725.57	19.7754	41,132.83	19.9732	41,544.26
21.1631	44019.25	21.3748	44,459.58	21.5886	44,904.29	21.8045	45,353.36	22.0226	45,807.01	22.2429	46,265.23	22.4654	46,728.03	22.6901	47,195.41
23.8127	49530.42	24.0509	50,025.87	24.2915	50,526.32	24.5345	51,031.76	24.7799	51,542.19	25.0277	52,057.62	25.2780		25.5308	53,104.06
10 26.4121	54937.17	26.6763	55,486.70	26.9431	56,041.65	27.2126	56,602.21	27.4848	57,168.38	27.7597	57,740.18	28.0373	7.58	28.3177	58,900.82
28.9294	60173.15	29.2187	60,774.90	29.5109	61,382.67	29.8061	61,996.69	30.1042	62,616.74	30.4053	63,243.02	30.7094	5.55	31.0165	
31.4803	65479.02	31.7952	66,134.02	32.1132	66,795.46	32.4344	67,463.55	32.7588	68,138.30	33.0864	68,819.71	33.4173	69,507.98	33.7515	70,203.12
34.0158	70752.86	34.3560	71,460.48	34.6996	72,175.17	35.0466	72,896.93	35.3971	73,625.97	35.7511	74,362.29	36.1087	75,106.10	36.4698	75,857.18
36.6289	76188.11	36.9952	76,950.02	37.3652	77,719.62	37.7389	78,496.91	38.1163	79,281.90	38.4975	80,074.80	38.8825	80,875.60	39.2714	81,684.51
39.2137	81564.50	39.6059	82,380.27	40.0020	83,204.16	40.4021	84,036.37	40.8062	84,876.90	41.2143	85,725.74	41.6265	86,583.12	42.0428	87,449.02
	7. 137. 137. 137. 137. 137. 137. 137. 13	070 4477 3 17070 4477 3 17090 5 17090 5 17090 5 17090 5 17090 6 17090 6 1709	Annual   Step 25	Annual   Step 25   Annual   Hourly   33,374,43     37,539,22   18,2282   37,914,66     47,238.56   20,5101   42,661,01     47,238.56   20,5101   42,661,01     47,238.56   20,5101   42,661,01     47,238.56   20,5101   42,661,01     47,238.56   20,5101   42,661,01     47,238.56   20,5101   42,661,01     51,315.47   24,9177   51,828.82     46,850.13   22,2889   60,941,71     47,389.98   36,3649   75,638.99     57,638.99   36,3649   75,638.99     47,889.98   36,3649   75,638.99     48,739.41   22,2101   46,197.61     47,39.41   22,2101   46,197.61     47,39.41   22,2101   46,197.61     47,39.41   22,2101   46,197.61     47,39.41   22,2101   46,197.61     47,39.41   22,2101   46,197.61     47,39.41   22,2101   46,197.61     47,39.41   24,6346   51,239.97     47,388.42   23,616   61,072.3.81     48,739.42   24,6346   51,239.97     57,638.99   56,073.88     57,338.42   31,7269   65,991.95     58,738.43   31,7269   65,991.95     58,738.44   31,7269   65,991.95     58,738.45   31,841   71,061.33     58,738.47   38,1641   71,061.33     58,738.48   39,3784   81,907.07     58,885   81096.08   39,3784   81,907.07     58,885   81096.08   39,3784   44,459.58     58,7035.76   31,8154   39,136.03     59,136.71   26,6763   55,486.70     59,2045   31,759   66,134.02     59,3045   31,856   71,460.48     58,904.27   31,564.50   31,360. 37,460.48     58,906.25   76,950.02     59,308.27   31,564.50   31,360. 37,460.48     58,906.25   31,369.50   71,460.48     59,508.27   39,6059   82,380.27	Annual   Step 25   Annual   Step 26	Annual   Step 25   Annual   Step 26   Annual   Hourly   Hourly   Hourly   Hourly   3,7,39,22   16,0454   3,3,74,43   16,2059   33,708,27   47,731,539,22   18,2282   37,914,66   18,4105   38,293,84   46,850,13   22,7494   47,318,75   22,9769   47,791,95   47,973,38   31,5496   65,623,17   31,8651   66,279,41   47,489,98   36,3649   75,638,99   36,7286   76,395,49   47,489,98   36,3649   75,638,99   36,7286   47,497,50   47,491   36,591,13   47,467,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491   47,475,50   47,491	Annual   Step 25   Annual   Step 26   Annual   Step 27	Annual   Step 25   Annual   Step 26   Annual   Step 27   Annual   Step 28   Annual   Step 27   Annual   Step 27   Annual   Step 27   Annual   Hourly   Hou	Annual   Step 25   Annual   Step 26   Annual   Step 27   Annual   Step 28	Annual   Step 25   Annual   Step 26   Annual   Step 27   Annual   Step 28   Annual   Hourly   Hourly	Annual   Step 25   Annual   Step 26   Annual   Step 27   Annual   Step 28   Annual   Step 29   Annual   Annual	Annual   Step 25   Annual   Step 26   Annual   Step 27   Annual   Step 28   Annual   St	Annual   Step 25   Annual   Step 26   Annual   Step 26   Annual   Step 27   Annual   Step 28   Annual   Step 28   Annual   Step 29   Annual   Step 20   Annual   Annu	Annual   Step 25   Annual   Step 26   Annual   Step 27   Annual   Step 28   Annual   Step 28   Annual   Step 28   Annual   Step 29   Annual   Step 29   Annual   Step 29   Annual   Step 20   Annual   Step 29   Annual   Step 20   Annual   Annual   Step 20   An	Annual   Step 25   Annual   Step 26   Annual   Step 26   Annual   Step 30   Annual   St

## Addendum B

In addition to the provisions contained in this agreement, the following shall apply to employees of the Police Department.

## 1. Holidays

- A. Police officers will receive ten days off with pay each fiscal year (eleven days in fiscal years when there is a State General Election) in lieu of holidays, accrued at 10 hours for each day. The first ten (or eleven) days off with pay each fiscal year shall be considered holidays. Time off with pay after the first ten (or eleven) days will be part of accrued annual leave.
- B. Police officers working on a day listed in 14.1 will be paid their regular straight time rate of pay for time worked (holiday pay). However, an officer called to work on a day taken in lieu of a day listed in 14.1 will be paid 1½ times the regular hourly straight time rate of pay, plus holiday pay paid at the regular rate.
- C. If an officer quits or is terminated, the number of days treated as holidays he/she has enjoyed as of the final day of employment will be compared with the holidays enumerated in 14.1. If the officer has taken more days than the number of holidays occurring as of the date of separation, the City will recover pay for those extra days from accrued but unused annual vacation leave or the officer's final paycheck. If the officer has taken fewer days than the number of holidays occurring as of the date of separation, the City will include in final compensation for the unrealized holidays.

## 2. Clothing Allowance:

Police officers shall receive a clothing allowance of \$500.00 per fiscal year to be paid on the first pay period of the fiscal year. Uniforms and etc., will be ordered and paid according to police department policy. The Employer shall provide standard body armor for all officers. Body armor purchased will meet the standards and replacement schedule based on manufacturers recommendations.

## 3. Training:

- A. All mandatory in-service training occurring during an officer's off-duty time shall be paid for at one and one-half (1½) times his/her regular hourly rate only after the 86 regular hour base has been met. Refusal to take voluntary training shall not be noted in the employee's personnel file. Employees who fail to attend mandatory training/meetings may be subject to disciplinary action. This action may include, verbal reprimand, written reprimand and/or day(s) off without pay. The exception may be with prior approval from the Chief or his Designee for non-attendance.
- B. Training days will be considered regular shift hours. No officer shall receive pay for regularily scheduled shifts in Libby and overtime pay for training during the same period. For instance, if an officer is scheduled to work nights and is in Helena overnight and training during the day to be weapons instructor, that officer will not be paid for the night shift hours that are covered by another officer in Libby.

C. In accordance with MCA 7-1-4105, Probationary Police officers who are paid by the employer to attend P.O.S.T. academy training will be required to reimburse the employer for the cost of basic course training if the employee leaves employment with the City of Libby prior to 36 months of service. The probationary officer shall reimburse the city for the total cost of the officer's basic course training, including, but not limited to, salary, per diem, mileage, and expenses paid to the officer and the cost of the basic course. The reimbursement will be reduced proportionally to the months of completed service. Upon hiring, a probationary officer shall sign a Reimbursement Contract with the city to be kept in the officers personnel file.

#### 4. Court Attendance:

An employee required to attend Court as a witness during his/her duty hours will be paid his/her regular straight time hourly rate of pay. An employee required to attend Court as a witness on his/her off-duty time will be paid a minimum of two (2) hours at one and one-half (1½) times his regular straight time hourly rate only after the 86 regular hour base has been met. Witness service shall include necessary travel time to and from the place of trial and time required for presence at Court. It shall be the responsibility of the employee to check with the Court in which he/she is to serve as a witness within the hour preceding the scheduled appearance time to assure no changes in scheduling has occurred. Failure of the employee to make such a check shall result in denial of any payments as set forth in this Section in the event the employee does not serve as a witness because of Court scheduling changes.