

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF MISSOULA  
AND  
MONTANA FEDERATION OF PUBLIC EMPLOYEES-(MFPE)  
REPRESENTING THE BUILDING INSPECTORS

Effective date of July 1, 2018 through June 30, 2019

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and the MFPE. This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to rates of pay, hours of work and fringe benefits.

ARTICLE 1  
Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the inspectors working in the Building Inspection Division, including electrical, mechanical, plumbing, building/combination inspectors, plans examiner, excluding all other job classifications.

ARTICLE 2  
Management Rights

Management rights retained by the Employer shall include but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A., except for those rights, if any, expressly agreed to be surrendered pursuant to the provisions of the collective bargaining agreement. The rights established pursuant to Section 39-31-303, M.C.A. are as follows:

Public employees and their representatives shall recognize the prerogative of public employers to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and unproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;

- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

ARTICLE 3  
Union Security

A. Union Activities: No employee shall suffer a reduction in wages, working conditions or change in classification previously enjoyed, which were greater than those contained herein, because of the adoption of this Agreement nor shall he/she be penalized in any manner for any normal union activities.

B. Union Membership: The Employer agrees that except as provided pursuant to Section 39-31-204, M.C.A., all full-time employees herein referred to shall be members of the Union in good standing, and that only such members shall be retained in its employ, provided that an employee who is not a member at the time of hiring shall have thirty-one (31) days after the beginning of such employment to become a member.

Upon failure by any employee to comply with the provisions of this Article the Union may submit written notification to the Employer and unless compliance is made within seven (7) days after such notice the employee shall be terminated. Once compliance is had, the Union shall notify the Employer in writing.

C. Indemnification of the City by the Unions: The Union agrees to indemnify and hold the City of Missoula harmless against any and all claims, suits, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the union membership provisions of this Article.

D. Employees at the Bargaining Table: The Employer agrees that one representative from the Union may have leave with pay for work time spent at the bargaining table for actual negotiating sessions with regard to the collective bargaining agreement with the Employer.

E. On-site Visits by Union Officials: Officially designated Union representatives will be allowed access to all work areas to investigate grievances and interview employees as long as their investigation and interview does not unduly interrupt the work being performed in the work area. Any incidental visits to union members by the union rep will take place during lunch or break times.

ARTICLE 4  
Dues Check Off

Bargaining unit employees must, as a condition of employment, pay dues or representation fees to the Union in a manner prescribed by the Union.

The Employer agrees to withhold union dues or representation fees for those employees who so authorize in writing. Monthly dues or representation fees will be withheld from the second payroll of each month. Each employee desiring dues or representation fees check off shall sign an authorization form, furnished by the Union, to be placed on file with Human Resources. If an employee decides to discontinue such payroll deduction and pay dues or representation fees directly to the Union instead, the employee must notify Human Resources in writing. The written notice must include the date on which his change is to take effect, must be effective at the beginning of a pay period, and must be provided sufficiently in advance for Human Resources to process the change by the date specified.

If member employee chooses to withdraw from the Union, (according to the Union's policies and bylaws) the employee will then be considered a representation fee payer and the representation fee shall be required as a condition of employment. The fee shall cover the services of the union in discharging its obligation to represent members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement.

Non-union members (representation fee payers) may authorize the deduction of the professional representation fee in the same manner as for full dues deductions.

Employees who fail to pay dues or representation fees under this Article shall be discharged by the Employer upon receipt of written notice of non-compliance and demand for discharge by the Union.

The Union shall indemnify, defend, and hold the City harmless against any claims, demands, grievances or suits instituted against the City resulting from any action taken by the Employer under this Article, provided that the defense of any such claims, demands, suits or other forms of liability is under the control of the Union and its attorneys.

The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Union in a timely manner.

ARTICLE 5  
Hours of Work

A work week shall comprise the time period Sunday through Saturday. Generally the normal work week shall begin on Monday and end on Friday unless advance notice to the contrary is given as outlined herein. The work schedule shall be comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Eight (8) hours of work including two (2) fifteen (15) minute break periods, whenever feasible shall constitute a normal day's work, unless a work schedule of four (4) ten (10) hour days is implemented during certain times of the year, in which case ten (10) hours shall constitute a normal day's work.

Employees employed for a work week longer than forty (40) hours, or for a time period during a specific work day that is in excess of a day's work as defined herein shall receive either compensation for the overtime employment at the rate of 1 1/2 times the hourly wage rate at which employed excluding longevity, and all other special allowances and fringe benefits, or compensatory time for overtime work in excess of forty (40) hours within a work week at a rate of 1 1/2 times the hour number of extra overtime hours actually worked which compensatory time must be utilized within sixty (60) calendar days after the day on which it was earned or be paid as overtime pay. The employee must declare in writing at the time that the overtime is earned whether the employee desires overtime pay or compensatory time. The department however, can make the decision to pay the employee at the overtime rate instead of allowing compensatory time.

At the discretion of the Building Official, employees will drive city vehicles to and from their residences within a 10 mile radius of the City of Missoula to be available for emergencies.

## ARTICLE 6 Seniority Defined

A. "Seniority" means a city employee's length of continuous service with his/her respective division of the City Public Works Department for which they are employed and are represented as a member of one of the collective bargaining units to which the City is signatory. Seniority of employees who leave a bargaining unit position due to a temporary or probationary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by the following provisions.

A "temporary promotion" is defined as a promotion to a non-bargaining unit supervisory position due to vacancy, illness or injury to a non-bargaining unit supervisor. A bargaining unit member temporarily promoted to such a supervisory position may continue to earn bargaining unit seniority for up to six (6) continuous months. Any time served as a temporary supervisor after six (6) continuous months shall not be allowed to count toward earned bargaining unit seniority. In the event a temporary supervisor receives a permanent supervisory assignment without having returned to the bargaining unit, bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the temporary supervisor position.

A "probationary promotion" is defined as a promotion to fill a non-bargaining unit supervisory position in a probationary status for up to six (6) continuous months. If the bargaining unit member accepting this probationary promotion returns to the bargaining unit at any time during, or at the end of, six (6) continuous months, he/she shall be allowed to receive earned bargaining unit seniority credit for the time served as a non-bargaining unit probationary supervisor. In the event a probationary supervisor accepts assignment as a supervisor for more than six (6) continuous months, his/her bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the non-bargaining unit probationary supervisor. Additional instances that may affect bargaining unit member seniority are as follows:

1. To be absent from the job due to layoffs will be considered lost time for the purpose of accruing seniority; however, previous service upon reemployment shall count toward seniority.

2. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority up to 30 days after the employee is released from active military duty.
3. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement.
4. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician. Once medically released by a physician, the injured worker must notify the City immediately of his/her ability to return to work and must express his/her intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.

B. Nothing in the seniority clause of this contract guarantees any employee the right to a promotion due to a vacancy within the division.

ARTICLE 7  
Wages

Classifications and wage rates shall be as negotiated and set forth herein. Each of the job classifications shall receive a .95 cents per hour per year for fiscal years 2019. Job classifications and wages for employees covered under this agreement are listed below.

July 1, 2019

Plans Examiner/Combination Insp.	\$26.65
Plans Examiner	\$35.31
Building /Combination Insp.	\$26.65
Senior Building/Combo 2.	\$28.78
Electrical Inspector	\$26.65
Mechanical Inspector	\$26.65
Mechanical Inspector/Combo 2	\$31.87
Plumbing Inspector	\$26.65
Plumbing Inspector/Combo 2	\$32.19

When the Plumbing Inspector / Combo 2 Inspector (Tony Sauro), the Mechanical Inspector / Combo 2 inspector, (Walter Dunlap) and the Senior Building / Combo 2 Inspector (William Porteous), leave the new hire will come in at the base rates listed under wages.

- A. In addition to such rates, employees shall be granted longevity pay at the rate of Seven and No/100 Dollars (\$7.00) per month for each full year of service with the City. No

credit shall be allowed toward longevity for a leave of absence or time not worked during a break in service. Definitions of types of employees shall be outlined in the City Personnel Policy Manual.

- B. Incentive Pay Program: The purpose of an Incentive Pay Program is to develop a system that rewards employees for obtaining certified skills above and beyond minimal requirements of the job. These enhanced skills make the employee more productive which benefits the City workforce and the safety of its citizens.

State licenses and certifications: Employees shall maintain professional licenses in the course of their respective trade and shall be responsible for maintaining current valid licensure.

In addition to the wage rates listed herein, employees have the opportunity to participate in an Incentive Pay Program as outlined below. The City of Missoula will not exclude any MFPE union member, regardless of job classification, from applying and testing for any approved certification, except as outlined in the Incentive Pay Program. The City agrees to make one set of training materials for each certification available for study purposes, provided such materials are purchasable.

- 1) Current Senior Level Inspectors can only submit licenses or certifications that are listed below. Current Senior Level Inspectors can only submit their ICC commercial building, commercial electrical, commercial mechanical and commercial plumbing certifications, ADA Building Compliance Inspector, Residential Energy Conservation Code Compliance Inspector, Commercial Energy Conservation Code Compliance Inspector, OSHA 10 Certification will become active when approved, ICC Existing Building Code, Medical Gas certification/license, Plumbing Plans Examiner, Electrical Plans Examiner, Residential Building Plans Examiner, Commercial Building Plans Examiner, Mechanical Plans Examiner, trade specific.
- 1) Each Inspector can only receive certification pay for certifications outside of their inspection area. Combo/Dwelling Inspectors will not receive certification pay for their ICC Residential certification; the Electrical Inspector will not receive certification pay for their ICC Residential Electrical certification; Mechanical Inspector will not receive certification for ICC for Residential Mechanical certification; the Plumbing Inspector will not receive certification pay for their ICC Residential Plumbing certification.
- 2) Each Building Inspector will receive forty cents (\$.40) per hour increase for each authorized certification presented to the City of Missoula Building Official. Certifications may be submitted anytime during the fiscal year so that each member may potentially increase his/her pay up to one dollar (\$1.60) per hour for four certifications presented during the fiscal year. The City shall budget up to four certifications per member for certifications that may be obtained during the year. The City will credit the employee with the certification upon receipt of the passing score, up to a maximum of four certifications per fiscal year.

- 3) Each MFPE member shall be able to potentially increase his or her pay by up to one dollar (\$1.60) per hour per year by presenting four new authorized certifications each fiscal year. Each MFPE member can select four certifications each year from the list of Authorized Certifications. There are sixteen or seventeen (16-17) possible authorized certifications available, (with the exception of those certifications listed for the Senior Electrical, Senior Mechanical, Senior Plumbing and Senior Building Inspectors).
- 4) Each MFPE member will be responsible to maintain certifications in good standing and to recertify as required by the individual certification standards. All certifications or licenses on this certification list will be considered to follow the deadlines set forth by the issuing agency or governing body. The City will compensate MFPE members for hours spent in classroom training, taking certification and/or licensing exams and recertifying; provided that such hours fall within normally scheduled work hours and do not result in overtime compensation or accumulated compensatory time off. Any study time outside of normal business hours will not be paid for by the City. A maximum of twenty four (24) hours of continuing education is required by the International Code Council and IAPMO, per year in order to renew the listed certifications every three years.

The City of Missoula reserves the right to determine the training needs and modify the list of authorized certifications accordingly and as it deems necessary.

#### APPROVED CERTIFICATIONS

- 1) ICC Residential Building Certification \$.40/hour
- 2) ICC Residential Electrical Inspector/Montana Journeyman Electrical License \$.40/hour
- 3) IAPMO Plumbing Inspector / Montana Master Plumbers License \$.40/hour
- 4) ICC Residential Mechanical Inspector/ Journeyman Mechanical License \$.40/hour
- 5) ICC Commercial Building Inspector \$.40/hour
- 6) ICC Commercial Electrical Inspector / Montana Master Electrical License \$.40/hour
- 7) ICC Commercial Mechanical Inspector \$.40/hour
- 8) NITC Medical Gas Certification/License \$.40/hour
- 9) ICC Residential Plumbing/Journeyman Plumbing License \$.40/hour
- 10) ICC Commercial Plumbing \$.40/hour
- 11) ADA Building Compliance Inspector \$.40/hour
- 12) Residential Energy Conservation Code Compliance Inspector \$.40/hour
- 13) Commercial Energy Conservation Code Compliance Inspector \$.40/hour
- 14) ICC Existing Building Code \$ .40/hour
- 15) OSHA 10 Certification \$ .40/hour (This will become active when required)
- 16) Plumbing Plans Examiner \$.40/hour Trade Specific
- 17) Electrical Plans Examiner \$.40/hour Trade Specific
- 18) Residential Building Plans Examiner \$.40/hour Trade Specific

- 19) Commercial Building Plans Examiner \$.40/hour Trade Specific
- 20) Mechanical Plans Examiner \$.40/hour Trade Specific

C. Lead Inspector: When necessary the Building Official shall appoint a lead inspector. Lead Inspector job duties shall include, but not be limited to, the daily scheduling of inspections, second on-call and fill in during the absence of the Building Official.

- 1. Lead Inspector responsibilities are to ensure daily inspections requests are assigned to inspectors, and to insure inspectors vacations are coordinated effectively to ensure inspection loads are met.
- 2. The Lead Inspector shall receive two dollars (\$2.00) per hour in addition to his/her regular rate of pay.

D. Program Coordinator: When necessary the Building Official shall appoint a Program Coordinator. The Program Coordinator will be responsible for performing and/or coordinating software implementation, maintenance, and customization of the Electronic Plan Review (EDR) system used by Development Services. In addition to the before mentioned duties, this position's tasks will include, but not limited to:

- 1. Coordinate upgrades and improvements to the EDR system and the processes used in its implementation.
- 2. The Program Coordinator shall receive five dollars (\$5.00) per hour in addition to his/hers regular pay rate.
- 3. Liaise with internal and external staff to train said staff in the use of the EDR system.
- 4. Attend training opportunities related to the EDR system and associated software packages to facilitate increased utilization of features and capabilities.
- 5. Support third party software consultants during their performance of work on the EDR system.

## ARTICLE 8

### Layoffs

- A. If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, employees subject to lay off will be in accordance with the City of Missoula Personnel Policy Manual. Those with the shortest period of continuous service within the specific classification shall be laid off first. Recall shall be in order of last laid-off, first called back.
- B. Recall of laid-off employees shall be made in accordance with the city of Missoula Personnel Policy Manual. Employer recall of laid-off employees shall be by registered mail notice to the employees being recalled at the employee's last known address that has been given to the Employer. The employee shall have the responsibility to keep the Employer informed of address changes. Employee response to the Employer's recall



letter must be received by the Employer within seventy-two (72) hours of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire eighteen (18) months after the employee's lay-off date.

ARTICLE 9  
Emergency Call Back and Overtime

- A. If it becomes necessary to work building inspectors other than scheduled shifts, work shall be assigned according to: ability, area of licensure and seniority whenever possible.
- B. Employees called out for work on assigned days off, or employees reporting for work on scheduled days off shall be guaranteed a minimum of three (3) hours of work at the overtime rate of pay. Employees called back to work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of two (2) hours work at the overtime rate of pay. If an employee is called in to work within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave his/her shift early upon mutual agreement between the Employer and the employee so that the normally scheduled work hours for the day will be worked.
- C. Overtime shall commence at six (6) minutes after the scheduled end of the shift and be paid in six (6) minute intervals.

ARTICLE 10  
Discipline and Discharge

An employee may be disciplined or discharged only for just cause, if the city follows a reasonable policy of progressive discipline. However, nothing in this Section requires the Employer to impose a specific level of discipline in a particular case, provided there is a legitimate business reason for the level of discipline imposed and the penalty is reasonably related to: (1) the severity of the employee's proven misconduct or proven unsatisfactory job performance, (2) the employee's prior disciplinary record with the Employer, and/or (3) the nature of the employee's proven misconduct or proven unsatisfactory job performance.

- 1. Prompt feedback on performance and constant communication is necessary between supervisors and their employees. In addition, if an employee is not performing his/her duties in a satisfactory manner, it is the responsibility of his/her supervisor to give proper notice and guidance outlining the deficiencies. The following progressive disciplinary procedures shall be utilized, however it should be understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, the department head may use any disciplinary measure appropriate within his/her judgment. (Dismissal for cause can be administered without having to proceed through the levels of progressive discipline.)

- A. LEVEL ONE: A warning from the employee's supervisor outlining the unsatisfactory job performance and the corrective measures that need to be taken.
1. The warning shall contain:
    - a. the date and time the warning was given,
    - b. what performance deficiency or violation has occurred,
    - c. the corrective measures that need to be taken,
    - d. the time period the employee has in which to improve his/her performance or correct his/her behavior, and
    - e. what further actions will be taken if the employee does not improve his/her performance or correct his/her behavior.
  2. Copies of the notice outlining the warning will be forwarded to the employee and to the Human Resources Department for placement in the employee's personnel file.
  3. The employee shall have the right to make a written response to the warning and to have that response placed in their personnel file with the warning.
  4. The warning shall remain in effect for six months.
- B. LEVEL TWO: A written reprimand by the employee's department/division head outlining the unsatisfactory job performance and the corrective measures to be taken.
1. The department/division head shall write a letter, which states the date, time, and nature of the reprimand and the corrective measures that need to be taken.
  2. Copies of the written reprimand will be forwarded to the employee, the MFPE union representative and to the Human Resources Department for placement in the employee's personnel file.
  3. The written reprimand will remain in effect for one year for the unsatisfactory job performance stated on the written reprimand form. Further remedial actions, including dismissal, may be taken in this time frame if the unsatisfactory job performance is not corrected.
- C. LEVEL THREE: The department head suspends the employee for up to five working days for continued unsatisfactory job performance after the employee has been notified through a warning or written reprimand that his/her performance is unsatisfactory.
1. The department head shall write a letter stating the date, time, and nature of the suspension and the corrective measures that need to be taken.
  2. Copies of the suspension letter will be forwarded to the employee and Human Resources Department for placement in the employee's personnel file.
  3. Dismissal may be automatic for 3 months following the suspension if the unsatisfactory job performance is not corrected.

D. LEVEL FOUR: Following the suspension and if the employee's job performance has not been corrected in the 3-month time frame, the department head, with the approval of the Mayor or his/her designee, may dismiss the employee for disciplinary reasons involving violation of work rules, regulations, or other personnel or departmental policies and procedures.

2. Each employee must comply with all safety regulations and/or utilize any safety equipment provided to employees, or disciplinary action including dismissal may be imposed for failing to obey safety regulations and/or utilize safety equipment.

## ARTICLE 11 Holidays

Employees shall be granted a day off with pay for each of the following holidays as established pursuant to Montana state law in Section 1-1-216, M.C.A.:

1. New Year's Day, January 1;
2. Martin's Luther King Jr. Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;
8. Veterans' Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Christmas Day, December 25;
11. State general election day on the first Tuesday after the first Monday of November in even numbered calendar years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a national legal holiday by the U. S. Congress and/or the President that has also been expressly adopted as a legal holiday for local government subdivisions by the Montana State Legislature for local government employees; any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all city government employees by the Mayor of the City of Missoula.

## ARTICLE 12 Health Insurance

**Section 1.** The parties agree to the same health insurance premiums and plan design as for all non-bargaining unit employees of the City of Missoula, as approved each fiscal year by the Missoula City Council.

**Section 2.** The City agrees to work with the Unions on premium and benefit issues through the Employee Benefit Committee (EBC). The Union shall appoint one (1) bargaining unit member to the City of Missoula Employee Benefit Committee (EBC).

ARTICLE 13  
Leaves of Absence

Vacation and sick leave credits shall be accrued and paid in accordance with state statute. For purposes of computing vacation and sick leave earnings, employee service time with any department within the City, and any other city, town, county, school district, or any agency of the State of Montana shall be considered. An annual vacation calendar shall be posted the first working day of January of each year. Employees will be given sixty (60) days to record their vacation request for the year. Request for five (5) days or less need not be recorded within this sixty (60) day time period; but shall be arranged upon mutual agreement between the employee and the Supervisor. The Supervisor shall determine whether vacation requests interfere with the Division's work schedules and shall make any necessary adjustments on the basis of seniority. All leave requests submitted and approved in accordance with the provisions of this Article will not be canceled or altered without mutual agreement between the employer and any/or all affected employees unless the Mayor or City Council declares an emergency.

The accrual and use of accumulated vacation and sick leave shall be accordance with the City of Missoula Personnel Policy Manual.

All other forms of leave, including Family and Medical Leave (FMLA), military leave, jury duty and educational leave or any other form of leave of absence shall be in accordance with the City of Missoula Personnel Policy Manual.

ARTICLE 14  
Grievance Procedure

A grievance shall be defined as any dispute involving the interpretation, application, or alleged violation of the express provisions of this Agreement. Grievances or disputes, which may arise, shall be settled in the manner set forth herein. If the time limits set forth herein are not adhered to by either one of the parties, the grievance shall be settled in favor of the party that is not in default of the time limits. Any extensions of time limits shall be upon mutual agreement and in writing.

Step 1. Within ten (10) working days of the occurrence of the grievance an employee with a grievance shall discuss the grievance with his/her immediate supervisor. The immediate supervisor shall have five (5) working days to respond to the grievance.

Step 2. If the grievance is not resolved informally at Step 1, a formal grievance shall be presented in writing within ten (10) working days from receipt of the Step 1 response to the Department Head or

his/her designee. The Department Head or designee shall have ten (10) working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not settled satisfactorily at Step 2, the grievance shall, within ten (10) working days be submitted in writing, through the Union to the Mayor or the Mayor's designee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated, and the relief requested. The Mayor, or designee, shall, within ten (10) working days after the receipt of the grievance to respond to the grievance in writing. By mutual agreement of both parties, a grievance meeting shall be held in order to resolve the grievance.

Step 4. If the matter is not resolved at this point, within ten (10) working days either party may request a conciliation meeting to be held with the parties involved as a final attempt to resolve the dispute prior to proceeding to arbitration. If for whatever reason a conciliation does not take place within ten (10) working days following a receipt of this written request, either party to this agreement may unilaterally call for arbitration proceedings as called for in Step 5 of the grievance procedure.

Step 5. Any dispute that has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party, providing it is submitted within ten (10) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within ten (10) working days the parties shall request a list of five (5) qualified names from the Montana State Board of Personnel Appeals. The Union and the Employer shall each strike two (2) names in alternate order, and the remaining shall be the arbitrator. The Union shall strike the first name. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Union. Decisions of the arbitrator shall be final and binding on both parties. Costs incurred for the arbitrator shall be borne equally by both parties. Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement that directly pertain to the issue(s) submitted in writing for arbitration. The arbitrator shall consider and decide only the specific issues submitted in writing, and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this Agreement.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. A time limit in each step may be extended by mutual agreement of the Employer and the Union.

Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

## ARTICLE 15 Probationary Period

All new employees shall serve a one hundred eighty (180) day probationary period. The Employer may dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth herein as a means of contesting the probationary employee's dismissal.

In the event that a probationary employee is laid off, all previous service time with the City shall be credited to the probationary period if the Employee subsequently returns to work for the City in the same position held prior to the lay off.

ARTICLE 16  
Discrimination

The Employer agrees to not discriminate against any employee for his/her activity on behalf of, or membership in, the Union.

The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity or gender expression. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Union recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer.

ARTICLE 17  
Special Provisions

Rest Breaks: Each employee shall be entitled to two fifteen (15) minute rest breaks during each work day's work shift.

Clothing Allowance

The Employer agrees to furnish the following items:

1. City of Missoula logo jacket, or vest, (Every Year)
2. Four City of Missoula Logo Shirt (4) shirts. (Every Year)
3. Clothing Allowance FY 2019 \$ 350.00

Each employee shall submit clothing allowance claims to the City with appropriate receipts indicating that the money for which they are seeking reimbursement is for approved clothing purchases.

4. Employees will be responsible to wear proper foot wear and other clothing to safely perform their job duties.
5. Protective clothing or protective devices required of the employees in the performance of their job duties shall be furnished by the Employer provided such protective clothing and/or devices are deemed necessary by the Building Official.

ARTICLE 18

Savings Clause

If any section, subdivision, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of any State or Federal Law, the remainder of this Agreement shall not be affected or invalidated.

ARTICLE 19  
Term of Agreement

This Agreement shall remain in force and effect from July 1, 2018 through June 30, 2019 and shall thereafter automatically renew from year to year except if either party desires to alter or terminate this Agreement, the party shall notify the other party sixty (60) days previous to the date of expiration.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2018.

For the Unions:

For the City:

By \_\_\_\_\_  
Dave Severson  
MFPE

By \_\_\_\_\_  
Mayor John Engen  
City of Missoula

By \_\_\_\_\_  
Tony Sauro  
Local President

By \_\_\_\_\_  
Chief Administrative Officer  
Dale Bickell  
City of Missoula

ATTEST:

\_\_\_\_\_  
Martha L. Rehbein  
City Clerk