

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF MISSOULA  
AND THE  
DEVELOPMENT SERVICES DEPARTMENT BARGAINING UNIT  
AFFILIATED WITH MONTANA FEDERATION OF PUBLIC EMPLOYEES

*Effective through June 30, 2019*

**PREAMBLE**

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula (hereinafter referred to as the Employer) and the Missoula Development Services Union, a local affiliated with Montana Federation of Public Employees (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**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries, wages, hours, fringe benefits, and other conditions of employment for employees in the following job classifications in the City of Missoula Development Services Department: Program Specialist, Planner I, Planner II, Planner III, Senior Planner, Bicycle Pedestrian Program Manager, the Historic Preservation Officer, GIS Analyst/Planner, GIS/Analyst/Planner II; and excluding: (1) confidential employees, management officials and supervisory employees as defined in MCA 39-31-103; (2) members of other collective bargaining agreements, and (3) Development Services employees in job classifications not listed in this Article.

**Section 2. Definitions:**

**Employee** – Unless otherwise indicated, the term “employee,” as used in this agreement, shall mean employees who are members of the appropriate unit as defined above.

**Employer** – The City of Missoula is the “employer,” as defined above.

**Union** – The Union is the local, the Missoula Development Services Union, affiliated with the MFPE and its officers, agents and representatives.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**Section 1.** 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:

**Section 2.** 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**

**Section 1.** 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.

**Section 2.** Employees at the Bargaining Table: The Employer agrees that no more than three (3) local representatives 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.

**Section 3.** 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.

**Section 4.** Paid Release Time for Union Business: Union officers shall be granted paid release time to investigate grievances or participate in arbitration hearings or other hearings before the Board of Personnel Appeals involving bargaining unit employees or issues. The Employer reserves the right to limit the time spent participating in such activities on paid release

time if such participation would unduly disrupt business operations, however, the Employer recognizes that employees who are under subpoena may be legally compelled to participate. The local president (or another union officer designated by the president in writing) shall be granted up to two full days (sixteen hours for a full-time employee, pro-rated for part-time employees) of paid release time to attend the Union's annual representative assembly meeting.

**Section 5.** The Union agrees to notify the employer in writing regarding the names of current officers and any changes in officers.

#### **ARTICLE 4 DUES CHECK-OFF**

**Section 1.** Bargaining unit employees must, as a condition of employment, pay dues or representation fees to the Union in a manner prescribed by the Union.

**Section 2.** 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 take place within the window period to withdraw from membership, in August-September of any calendar year. Withdrawals from the union will not be allowed after October 1.

**Section 3.** If an 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.

**Section 4.** Non-union members (representation fee payers) may authorize the deduction of the professional representation fee in the same manner as for full dues deductions.

**Section 5.** 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.

**Section 6.** 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 against 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.

**Section 7.** 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 & OVERTIME**

**Section 1.** A work week shall comprise the time period Sunday through Saturday. Generally, the normal work schedule shall begin on Monday and end on Friday unless the employee is provided advance notice. Employees who are required to attend public meetings that occur outside of their regular work schedule may be allowed to flex their schedules within the same workweek with supervisory approval.

**Section 2.** Employees who are required to work more than forty (40) hours in a work week shall receive overtime pay at one and one-half times their regular hourly rate for all such hours worked. An employee may, with supervisory approval, accrue equivalent compensatory time in lieu of being paid for overtime hours.

## **ARTICLE 6 SENIORITY & FILLING BARGAINING UNIT POSITIONS**

### Seniority

**Section 1.** "Seniority" means a city employee's total length of continuous service in a bargaining unit position. Seniority of employees who leave a bargaining unit position due to a temporary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by Section 2 in this Article.

**Section 2.** 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.

**Section 3.** Other situations that may impact 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.



**Section 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 effective date of employee's resignation with the City of Missoula.

**Section 5.** Nothing in the seniority clause of this contract guarantees any employee the right to a promotion due to a vacancy within the division, however, seniority will be a factor in determining promotions within the department, into higher status, or higher paid positions, (i.e. Planner I promotion to Planner II, etc.).

#### Filling Bargaining Unit Positions

**Section 6.** Filling vacancies in bargaining unit positions: When a vacancy occurs in a bargaining unit position, the Director of the Development Services Department (or designee) shall decide whether to recruit internally (within the bargaining unit), externally (outside the bargaining unit and/or the department), or both. Nothing in this section requires any position to be filled.

**Section 7.** All bargaining unit employees who apply for bargaining unit positions shall be interviewed as part of the selection process. Selection decisions shall be made on the basis of qualifications and relative abilities. Nothing in this clause restricts the Employer from considering applicants from outside the bargaining unit, however, if two or more bargaining unit employees have substantially equal qualifications and relative abilities, and have greater qualifications and relative abilities than all external applicant for the position, the internal applicant with the greatest seniority, as defined in this Article, shall receive a tie-breaker preference.

### **ARTICLE 7 COMPENSATION & TRAINING**

**Section 1.** Pay matrices for Fiscal Year 2018 and Fiscal Year 2019 are attached to the Agreement as SCHEDULE A. Bargaining unit classifications are placed at the following pay levels in the matrix:

Level 5: Senior Planner

Level 4: Planner III, Bicycle-Pedestrian Program Manager, Historic Preservation Officer, GIS/Planner II

Level 3: Planner II, GIS Analyst/Planner

Level 2: Planner I, Program Specialist II

Level 1: Program Specialist

**Section 2.** Longevity Pay – Bargaining unit employees shall receive longevity pay at \$4.00 per month for every full year of completed continuous service. Effective on July 1, 2018, longevity pay shall be increased to \$7.00 per month for every full year of completed continuous service.

**Section 3.** Certification Pay - Effective on July 1, 2018, employees who have achieved and continue to maintain AICP Certification through the American Planning Association, shall receive an additional \$.50 per hour differential. This amount shall not be added to employee base pay. The Department Head reserves the right to determine how many certifications are approved in each work unit under this Section, based on the type of work that employees perform and the work needs in each work unit.

**Section 4.** Pay Exceptions – The Department Head may request a “pay exception,” under city Human Resources policies, for any bargaining unit employee. Such requests may address issues such as: (1) demonstrated difficult recruitment or retention; (2) specialized or highly-sought-after employee skills, (3) market issues, etc. Should the City of Missoula tentatively approve such a request, it shall notify the Union in writing. Implementation of any pay adjustment based on a pay exception request is contingent on the Union’s agreement.

**Section 5.** Career Ladder – In job classes that comprise more than one level (i.e., Planner I, Planner II, Planner III, Senior Planner), the Department Head may, based on departmental needs and employee knowledge, skills and abilities, notify Human Resources to move an employee to the next higher level in that class series. The Department reserves the right to determine how many employees are needed in each job, based on the work needs in each work unit.

**Section 6.** Training—The City of Missoula reserves the right to determine the training needs of the employees and will provide training appropriately and accordingly and as it deems necessary.

## **ARTICLE 8 LAYOFF AND RECALL**

**Section 1.** If due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, employees shall be selected for layoff based on qualifications, relative abilities and seniority, except that where two or more bargaining unit employees have substantially equally qualifications and relative abilities, the least senior employee in a job classification subject to layoff shall be laid off first. Recall, defined as reinstatement back into the same position from which an employee was laid off within eighteen (18) months after the effective date of the layoff, shall be in order of last laid-off, first called back.

**Section 2.** 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 after twelve (12) months after the employee's effective lay-off date.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE**

An employee may be disciplined or discharged only for just cause. The Employer shall follow a reasonable policy of progressive discipline, as traditionally recognized in 'just cause' principles, except in cases of serious misconduct for which more severe penalties are justified.

## **ARTICLE 10 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 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 11 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 12 ANNUAL LEAVE**

**Section 1.** Pursuant to Montana State law, each regular full-time employee covered by this agreement shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credit, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months. For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A. must be credited with 1 year of employment for each period of 2,080 hours of service following the date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he/she is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

**Section 2.** An employee may maintain but not accrue annual vacation leave credits while in a leave without pay status.

**Section 3.** Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the City whether the employment is continuous or not. A working day equals eight (8) hours for the purpose of accumulating vacation leave credits. Part-time employees shall accrue annual vacation leave credits on a pro-rated basis.

| <u>Years of Employment</u> | <u>Working Days Credit</u> | <u>Working Hours Credit</u> |
|----------------------------|----------------------------|-----------------------------|
| 1 day through 10 years     | 15                         | 120                         |
| 10 years through 15 years  | 18                         | 144                         |
| 15 years through 20 years  | 21                         | 168                         |
| 20 years or more           | 24                         | 192                         |

**Section 4.** Scheduling of vacation leave will be accomplished by cooperation between the employee and the Department Head or designee. The Employer shall consider both employee's needs and the needs of the Employer when approving or denying vacation leave requests, however, the Employer reserves the right to approve or deny all vacation leave requests.

**Section 5.** Accumulation of vacation leave.

- a. Pursuant to Montana State law, annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the



first pay period of the next calendar year. The amount of vacation leave that exceeds the maximum amount which may be accumulated is the excess vacation leave. Excess vacation leave must be used within 90 days of the end of the calendar year. However, excess vacation leave is not forfeited if a reasonable request to take excess leave is made in writing and denied within 90 calendar days from the last day of the calendar year in which the excess was accrued. In the event that the employee requests use of excess vacation leave within the 90 day grace period and that request is denied, the employee shall be given the opportunity to use the excess vacation leave before the end of the calendar year in which the use of excess vacation leave was requested. The balance of excess leave remaining after the end of the calendar year in which a reasonable request was made shall be forfeited, effective on the first day of the subsequent calendar year.

- b. An employee who terminates his/her employment for reason not reflecting discredit on the employee shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 2-18-611, M.C.A.
- c. However, if an employee transfers to another department or agency of the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving department or City agency assumes liability for vacation credits transferred with the employee.

### **ARTICLE 13 SICK LEAVE**

**Section 1.** Pursuant to Montana State law, each regular full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. A working day equals eight (8) hours for the purpose of accumulating sick leave credits. Employees are not entitled to be paid sick leave until they have been continuously employed ninety (90) days.

**Section 2.** Pursuant to Montana State law, an employee may not accrue sick leave credits while in a leave without pay status.

**Section 3.** Pursuant to Montana State law, an employee who terminates employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the city. Where an employee transfers between departments or agencies within the City government, the employee shall not be entitled to a lump-sum payment. In such a transfer the receiving department or agency shall assume the liability for the accrued sick leave credits earned and transferred with the employee.

**Section 4.** Whenever the Department Head or designee, in consultation with the Human Resources Department, has reason to believe that an individual employee might be abusing sick leave, the employee using sick leave may be required to substantiate or provide documentation for this usage. In all other instances, the City retains the right to require the employee to substantiate their claim or use of sick leave any time the employee is sick more than three consecutive work days, whether or not the City suspects abuse of sick leave.

**Section 5.** Employees may use accumulated sick leave after the state law qualifying time period for, (a) their own personal illnesses; (b) a serious affliction of one of the employee's immediate family, who is a member of the employee's household, and the employee's actual presence is necessary to care for the sick individual; (c) attendance at a funeral of one of the employee's immediate family for up to three (3) days unless prior approval for additional sick leave time off is granted by the Department Head or designee. The immediate family shall mean the employee's spouse and any member of the employee's household or any parent, child, grandparent, grandchild or corresponding in-law.

**Section 6.** Termination pay shall be paid on the next regularly scheduled payday after the date of termination.

**Section 7.** An employee who receives a lump-sum payment pursuant to this Article and who is again employed by the City shall not be credited with any sick leave for which the employee has previously been compensated as part of termination pay.

**Section 8.** Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in Section 3. Abuse of sick leave includes but is not limited to misrepresentation of the actual reason for charging an absence to sick leave, which may also constitute and be just cause for both dismissal and forfeiture of the lump-sum termination payment. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline that may eventually constitute just cause for both dismissal and forfeiture of the lump-sum termination payment. Absences improperly charged to sick leave may, at the City's discretion, be charged to available compensatory time or leave without pay. Sick leave abuse may result in an employee's dismissal and forfeiture of the lump-sum termination payment.

**Section 9.** Any employee intending to make proper use of approved sick leave shall notify the Department Head or designee as soon as possible either prior to the commencement of each day's work shift or immediately at the start of a scheduled work shift of the employee's need to make use of sick leave.

## **ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE**

### **Grievance Procedure:**

**Section 1.** 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.

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 verbally 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 written grievance must identify the particular provision or provisions of the contract allegedly violated, the facts upon which such alleged violation are based, and the proposed remedy for the alleged contract violation. 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 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 Sections 3-5 of this Article.

**Section 2.** If a grievance is not presented or advanced within the time limits set forth above, it shall be considered waived. The time limits in any step of the above grievance procedure may be extended by mutual written agreement of the Employer and the Union. Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

#### Arbitration:

**Section 3.** 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.

**Section 4.** 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.

**Section 5.** 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.

## **ARTICLE 15 PROBATIONARY PERIOD**

All new employees shall serve a six-month probationary period. This six-month probationary period may be extended up to one year upon written notice to the employee by the Employer. 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 layoff.

## **ARTICLE 16 NON-DISCRIMINATION**

**Section 1.** 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.

**Section 2.** An employee may pursue a case of discrimination based on Union activities or Union affiliation through the contractual grievance and arbitration procedure, provided that the employee did not previously pursue the same case (involving substantially the same set of facts) through the Montana Board of Personnel Appeals. Likewise, an employee may pursue a case of discrimination based on other forms of alleged discrimination covered by applicable state or federal law, through the contractual grievance and arbitration procedure, provided that the employee did not previously pursue the same case (involving substantially the same set of facts) through the Montana Human Rights Division, the Equal Employment Opportunity Commission, the United States Department of Justice Civil Rights Division, etc.

**ARTICLE 17**  
**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 18**  
**TERM OF AGREEMENT**

This Agreement shall remain in force and effect 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.



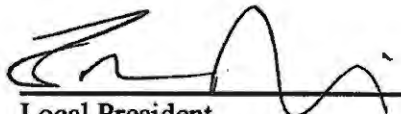
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 26<sup>th</sup> day of July, 2018.

FOR THE CITY:

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


FOR THE ASSOCIATION:


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

By:   
\_\_\_\_\_  
Local President

By:   
\_\_\_\_\_  
Bargaining Unit Representative

ATTEST:

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

  
CITY OF MISSOULA  
THE GARDEN CITY  
MISSOULA  
HUB OF FIVE VALLEYS  
MISSOULA COUNTY,  
MONTANA

# SCHEDULE A

The Fiscal Year 2018 Matrix Shown Below is Effective on March 30, 2018

The Fiscal Year 2019 Matrix Shown Below is Effective on July 1, 2018

## City of Missoula and MEA-MFT Planners Association Matrix - FY18 - Hourly

|         | 1         | 2         | 3         | 4         | 5         | 6         | 7         | 8         | 9         | 10        | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        |
|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Level 1 | \$18.6409 | \$18.8273 | \$19.0155 | \$19.2057 | \$19.3978 | \$19.5917 | \$19.7877 | \$19.9855 | \$20.1854 | \$20.3872 | \$20.5911 | \$20.7970 | \$21.0050 | \$21.2150 | \$21.4272 | \$21.6415 | \$21.8579 | \$22.0765 | \$22.2972 | \$22.5202 |
| Level 2 | \$20.0393 | \$20.2397 | \$20.4421 | \$20.6465 | \$20.8530 | \$21.0615 | \$21.2721 | \$21.4849 | \$21.6997 | \$21.9167 | \$22.1359 | \$22.3572 | \$22.5808 | \$22.8066 | \$23.0347 | \$23.2650 | \$23.4977 | \$23.7326 | \$23.9700 | \$24.2097 |
| Level 3 | \$21.5419 | \$21.7573 | \$21.9749 | \$22.1946 | \$22.4166 | \$22.6407 | \$22.8671 | \$23.0958 | \$23.3268 | \$23.5600 | \$23.7956 | \$24.0336 | \$24.2739 | \$24.5167 | \$24.7618 | \$25.0095 | \$25.2596 | \$25.5122 | \$25.7673 | \$26.0249 |
| Level 4 | \$23.1575 | \$23.3891 | \$23.6229 | \$23.8592 | \$24.0978 | \$24.3387 | \$24.5821 | \$24.8280 | \$25.0762 | \$25.3270 | \$25.5803 | \$25.8361 | \$26.0944 | \$26.3554 | \$26.6189 | \$26.8851 | \$27.1540 | \$27.4255 | \$27.6998 | \$27.9768 |
| Level 5 | \$24.4663 | \$24.7110 | \$24.9581 | \$25.2077 | \$25.4598 | \$25.7144 | \$25.9715 | \$26.2312 | \$26.4935 | \$26.7585 | \$27.0261 | \$27.2963 | \$27.5693 | \$27.8450 | \$28.1234 | \$28.4047 | \$28.6887 | \$28.9756 | \$29.2654 | \$29.5580 |
|         | 21        | 22        | 23        | 24        | 25        | 26        | 27        | 28        | 29        | 30        | 31        | 32        | 33        | 34        | 35        | 36        | 37        | 38        | 39        | 40        |
| Level 1 | \$22.7454 | \$22.9728 | \$23.2026 | \$23.4346 | \$23.6689 | \$23.9056 | \$24.1447 | \$24.3861 | \$24.6300 | \$24.8763 | \$25.1251 | \$25.3763 | \$25.6301 | \$25.8864 | \$26.1452 | \$26.4067 | \$26.6708 | \$26.9375 | \$27.2068 | \$27.4789 |
| Level 2 | \$24.4518 | \$24.6963 | \$24.9432 | \$25.1927 | \$25.4446 | \$25.6991 | \$25.9560 | \$26.2156 | \$26.4778 | \$26.7425 | \$27.0100 | \$27.2801 | \$27.5529 | \$27.8284 | \$28.1067 | \$28.3877 | \$28.6716 | \$28.9583 | \$29.2479 | \$29.5404 |
| Level 3 | \$26.2852 | \$26.5480 | \$26.8135 | \$27.0817 | \$27.3525 | \$27.6260 | \$27.9023 | \$28.1813 | \$28.4631 | \$28.7477 | \$29.0352 | \$29.3256 | \$29.6188 | \$29.9150 | \$30.2142 | \$30.5163 | \$30.8215 | \$31.1297 | \$31.4410 | \$31.7554 |
| Level 4 | \$28.2565 | \$28.5391 | \$28.8245 | \$29.1127 | \$29.4039 | \$29.6979 | \$29.9949 | \$30.2948 | \$30.5978 | \$30.9037 | \$31.2128 | \$31.5249 | \$31.8402 | \$32.1586 | \$32.4802 | \$32.8050 | \$33.1330 | \$33.4643 | \$33.7990 | \$34.1370 |
| Level 5 | \$29.8536 | \$30.1521 | \$30.4536 | \$30.7582 | \$31.0658 | \$31.3764 | \$31.6902 | \$32.0071 | \$32.3272 | \$32.6504 | \$32.9769 | \$33.3067 | \$33.6398 | \$33.9762 | \$34.3159 | \$34.6591 | \$35.0057 | \$35.3557 | \$35.7093 | \$36.0664 |

## City of Missoula and MEA-MFT Planners Association Matrix - FY19 - Hourly

|         | 1         | 2         | 3         | 4         | 5         | 6         | 7         | 8         | 9         | 10        | 11        | 12        | 13        | 14        | 15        | 16        | 17        | 18        | 19        | 20        |
|---------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Level 1 | \$18.8739 | \$19.0626 | \$19.2532 | \$19.4458 | \$19.6402 | \$19.8366 | \$20.0350 | \$20.2353 | \$20.4377 | \$20.6421 | \$20.8485 | \$21.0570 | \$21.2676 | \$21.4802 | \$21.6950 | \$21.9120 | \$22.1311 | \$22.3524 | \$22.5759 | \$22.8017 |
| Level 2 | \$20.2898 | \$20.4927 | \$20.6976 | \$20.9046 | \$21.1136 | \$21.3248 | \$21.5380 | \$21.7534 | \$21.9709 | \$22.1907 | \$22.4126 | \$22.6367 | \$22.8631 | \$23.0917 | \$23.3226 | \$23.5558 | \$23.7914 | \$24.0293 | \$24.2696 | \$24.5123 |
| Level 3 | \$21.8112 | \$22.0293 | \$22.2496 | \$22.4721 | \$22.6968 | \$22.9237 | \$23.1530 | \$23.3845 | \$23.6184 | \$23.8545 | \$24.0931 | \$24.3340 | \$24.5774 | \$24.8231 | \$25.0714 | \$25.3221 | \$25.5753 | \$25.8311 | \$26.0894 | \$26.3503 |
| Level 4 | \$23.4470 | \$23.6814 | \$23.9182 | \$24.1574 | \$24.3990 | \$24.6430 | \$24.8894 | \$25.1383 | \$25.3897 | \$25.6436 | \$25.9000 | \$26.1590 | \$26.4206 | \$26.6848 | \$26.9517 | \$27.2212 | \$27.4934 | \$27.7683 | \$28.0460 | \$28.3265 |
| Level 5 | \$24.7722 | \$25.0199 | \$25.2701 | \$25.5228 | \$25.7780 | \$26.0358 | \$26.2962 | \$26.5591 | \$26.8247 | \$27.0930 | \$27.3639 | \$27.6375 | \$27.9139 | \$28.1930 | \$28.4750 | \$28.7597 | \$29.0473 | \$29.3378 | \$29.6312 | \$29.9275 |
|         |           |           | 2.01%     |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
|         | 21        | 22        | 23        | 24        | 25        | 26        | 27        | 28        | 29        | 30        | 31        | 32        | 33        | 34        | 35        | 36        | 37        | 38        | 39        | 40        |
| Level 1 | \$23.0297 | \$23.2600 | \$23.4926 | \$23.7275 | \$23.9648 | \$24.2045 | \$24.4465 | \$24.6910 | \$24.9379 | \$25.1873 | \$25.4391 | \$25.6935 | \$25.9505 | \$26.2100 | \$26.4721 | \$26.7368 | \$27.0041 | \$27.2742 | \$27.5469 | \$27.8224 |
| Level 2 | \$24.7574 | \$25.0050 | \$25.2550 | \$25.5076 | \$25.7627 | \$26.0203 | \$26.2805 | \$26.5433 | \$26.8087 | \$27.0768 | \$27.3476 | \$27.6211 | \$27.8973 | \$28.1762 | \$28.4580 | \$28.7426 | \$29.0300 | \$29.3203 | \$29.6135 | \$29.9097 |
| Level 3 | \$26.6138 | \$26.8799 | \$27.1487 | \$27.4202 | \$27.6944 | \$27.9713 | \$28.2510 | \$28.5336 | \$28.8189 | \$29.1071 | \$29.3981 | \$29.6921 | \$29.9891 | \$30.2889 | \$30.5918 | \$30.8977 | \$31.2067 | \$31.5188 | \$31.8340 | \$32.1523 |
| Level 4 | \$28.6097 | \$28.8958 | \$29.1848 | \$29.4766 | \$29.7714 | \$30.0691 | \$30.3698 | \$30.6735 | \$30.9802 | \$31.2900 | \$31.6029 | \$31.9190 | \$32.2382 | \$32.5605 | \$32.8862 | \$33.2150 | \$33.5472 | \$33.8826 | \$34.2215 | \$34.5637 |
| Level 5 | \$30.2268 | \$30.5290 | \$30.8343 | \$31.1427 | \$31.4541 | \$31.7686 | \$32.0863 | \$32.4072 | \$32.7312 | \$33.0586 | \$33.3891 | \$33.7230 | \$34.0603 | \$34.4009 | \$34.7449 | \$35.0923 | \$35.4432 | \$35.7977 | \$36.1557 | \$36.5172 |

Effective on July 1, 2018, Bargaining Unit Employees Shall Advance Two (2) Steps on the Above FY2019 Matrix



**Memorandum of Understanding  
Between  
The City of Missoula  
And  
Montana Federation of Public Employees  
Representing Planners  
in the Development Services Department**

This Memorandum of Understanding is made and entered into between the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and the Montana Federation of Public Employees (hereinafter referred to as the Union).

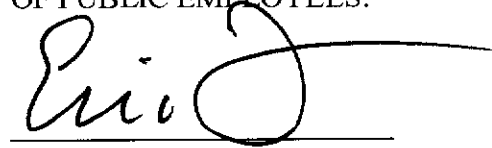
The parties have mutually agreed to amend the current Agreement by adding the classification of Program Coordinator to the following:

Article 1 – Recognition

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries, wages, hours, fringe benefits, and other conditions of employment for employees in the following job classifications in the City of Missoula Development Services Department: Program Specialist, Program Coordinator, Planner I, Planner II, Planner III, Senior Planner, Bicycle Pedestrian Program Manager, the Historic Preservation Officer, GIS Analyst/Planner, GIS/Analyst/Planner II; and excluding: (1) confidential employees, management officials and supervisory employees as defined in MCA 39-31-103; (2) members of other collective bargaining agreements, and (3) Development Services employees in job classifications not listed in this Article.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals this 19th day of November, 2018.

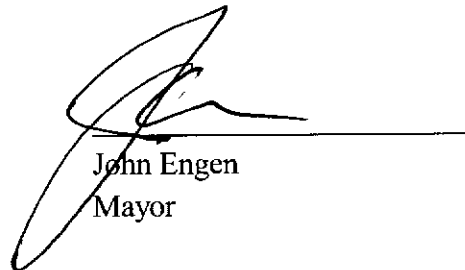
FOR THE MONTANA FEDERATION  
OF PUBLIC EMPLOYEES:



Eric Feaver  
President

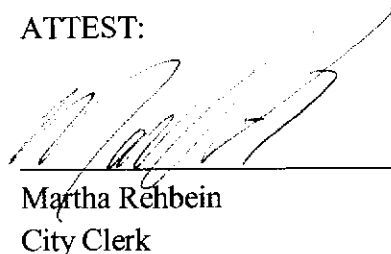


FOR THE CITY OF MISSOULA:



John Engen  
Mayor

ATTEST:



Martha Rehbein  
City Clerk