

Missoula County Airport Authority

Building and Field Personnel

&

Montana Public Employees Association

July 1, 202018 - June 30, 2021

**ASSOCIATION AGREEMENT
BUILDING AND FIELD PERSONNEL**

THIS AGREEMENT, made and entered into this 29th day of May, 2018 by and between the MISSOULA COUNTY AIRPORT AUTHORITY, hereinafter referred to as "Employer", and MONTANA PUBLIC EMPLOYEES ASSOCIATION INC., hereinafter referred to as "Association".

WITNESSETH:

In consideration of the mutual promises and covenants herein set forth, which have been mutually determined in negotiating conferences held in Missoula, Montana, Employer and Association agree and shall be bound as follows:

ARTICLE I - RECOGNITION

Section 1. Employer recognizes Association as the sole and exclusive bargaining agent for the classifications of employees listed in Schedule "A" who are employed by the Missoula County Airport Authority who are or may become members of the Bargaining Unit, excluding there from casual, temporary employees, managerial employees, supervisors, confidential and executive employees and public safety officers.

ARTICLE II - ASSOCIATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association but, must, as a term and condition of employment, pay an amount equal to the dues of the Association to the Association.

Section 2. The Employer agrees to withhold monthly payroll deductions for purpose of paying Association dues for those employees who so authorize as prescribed by Section 39-31-203 (Montana Code Annotated).

Section 3. All employees covered by the terms of this Agreement shall, within 30 days of the signing of this Agreement or 30 days of beginning employment in a position covered by this Agreement, whichever occurs last, either pay dues or an amount equal to the dues of the Association or authorize the deduction of dues. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice by the Association. The Employer will discharge the employee, provided there is no written dispute known to the Authority which exists between the Union and the Employee concerning dues. If

an employee who is to be discharged pursuant to this section tenders payment of the amount equal to the dues of the Association prior to the date set for discharge, the employee shall not be discharged for such non-payment.

Section 4. The Association will indemnify, defend, and hold the Employer harmless against any claim made and against any suit or costs of defense thereof, on account of any action taken in accordance with this Article.

Section 5. The Employer shall present the Association with a list of names and addresses of all current employees covered by this Agreement upon request.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. The internal business of the Association shall be conducted during the non-duty hours of the employees involved, and if Association meetings are conducted on Authority property, they will be approved in advance by the Authority. During the course of collective bargaining, on-duty Airport staff shall be allowed a maximum of two (2) hours of work time in order to discuss collective bargaining matters. Such time shall be scheduled subject to approval of the Employer. Employees not scheduled to work at the time of such discussions shall not be compensated under this article.

Section 2. Designated officers or representatives shall be granted time off during working hours, not to exceed (1) one hour, without loss of pay to investigate and settle grievances with permission from his/her supervisor. Permission may be withheld by the supervisor because of operation requirements but such permission may not be withheld for more than twenty-four (24) hours except in emergencies. In any meeting involving disciplinary matters, the employee shall have the right to have his/her Association representative or job steward present. The Employer shall provide the employee with due process and all such meetings shall be in a professional manner.

Section 3. An employee shall have the right to inspect his/her personnel file during regular business hours after proper coordination and request to his/her immediate supervisor. Such inspections shall be permitted only in the presence of assigned officer or supervisory personnel.

Section 4. The Association may use space on Employer bulletin boards located in the Terminal Building and the Operations Facility for the posting of Association material. Notices shall contain a date on which they may be removed. Employer may remove inappropriate materials. The use of Airport Authority e-mail is permitted to communicate Association business. All such communication shall be in accordance with Airport Authority rules and policies.

ARTICLE IV - MINIMUMS CLAUSE

Section 1. The terms of this Agreement are intended to cover only minimums in wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours working conditions, and other employees' benefits in effect, and may reduce to the minimums, herein described. The Employer will advise the Association's business representative of actions taken under this section.

ARTICLE V - MANAGEMENT'S RIGHTS

Section 1. Employer reserves the exclusive right to direct employees, hire, lay off, promote, transfer, maintain discipline, discharge for cause, relieve employees from duties when in the opinion of Employer continuation of such work would be inefficient or non-productive. Determine the methods, means, job classifications, and personnel by which Airport operations are to be conducted, including contracting outside services, which does not displace bargaining unit personnel; or the discontinuation of services, positions, or programs in whole or part, take whatever actions may be necessary to carry out the mission of Employer in an emergency. Establish the method and process by which work is performed, establish work schedules, schedule vacations, establish policies, rules and procedures and require compliance with the same; determine the utilization of equipment and technology, select, direct, assign, control and determine methods, means, organization and number of personnel, and maintain efficiency of employees. Employees covered by this agreement must perform duties in harmony with those duties outlined in the job description. Employer agrees to provide the necessary instructions to ensure employees are qualified to perform these duties. Employees that are properly trained may be used to perform duties covered by this agreement. The employer will not utilize non-bargaining unit personnel to permanently fill a full time position vacancy. However, this provision does not impair the employer's ability to determine the size of the work force.

Section 2. It is understood and agreed that the foregoing enumeration of rights is not all inclusive and Employer reserves the right to operate and manage the business of the Airport in its sole discretion and this right shall not be impaired in any way so long as the exercise of these rights is not in conflict with specific terms of this Agreement. The Employer will provide MCAA policies and subsequent updates to the employees.

ARTICLE VI - PROBATIONARY PERIOD

Section 1. All positions shall have a nine (9) month probationary period. An employee may be terminated at the discretion of the Employer during an employee's probationary period. Such termination shall not be subject to the grievance and arbitration procedures hereinafter described. An employee receiving a promotion to a higher classification shall be required to serve the appropriate probationary period of the new classification and any employee that does not satisfactorily complete the probationary period following promotion to a higher classification will be returned without prejudice to his/her previous classification.

Section 2. Regular part-time employees' probationary period will be the first 1040 regular hours of work.

VII - SENIORITY

Section 1. Employees shall be without seniority until they have completed the probationary period provided for in this Agreement. Upon successful completion of the probationary period seniority will relate back to the employee's most recent date of hire. Employer shall not be required to consider seniority for any purpose not required by a provision of this agreement.

Section 2. Seniority shall be terminated by 1) discharge for cause; 2) voluntary severance by employee; 3) twelve months of consecutive layoff; 4) failure to report to work as ordered after layoff. Seniority shall be suspended for 1) absence from work except for bona fide illness, certified by a physician acceptable to the Employer, for more than five (5) working days; 2) failure to return to work following a leave of absence, as agreed; 3) securing other employment during a leave of absence, which may be granted by the Employer, unless mutually agreed in writing by the Employer and employee; 4) Leave of absence in excess of ninety (90) days; 5) transfer to any position excluded from the bargaining unit for more than six (6) months.

ARTICLE VIII - REDUCTION IN FORCE

Section 1. In the event the Employer determines that it is necessary to layoff employees, and the qualifications and ability of the employees being considered for layoff are equal, the order of layoff shall be by seniority within each job classification. For the purpose of this article, there shall be two (2) job classifications: A) Building Maintenance Personnel, B) Field Maintenance Personnel. Recall from layoff shall be in the inverse order of layoff, i.e. the last employee laid off shall be the first recalled.

Section 2. Employees of differing status within each classification series shall be laid off in the following order: 1) Casual employees, 2) Temporary employees, 3) Probationary employees, 4) Regular Part time employees, 5) Regular Full time employees.

Section 3. Recall after layoff shall be achieved by certified mail directed to the employee's last known address, employee is responsible to provide Employer with current address information. Employee must report within seven (7) days after dispatch or mailing of such notice and report to work within fourteen (14) days or lose recall rights. Recall rights will apply for a period of one (1) calendar year from the time of layoff.

Section 4. An employee who has been laid off without prejudice and then recalled pursuant to this Article shall be considered to have been continuously employed for the purpose of calculating seniority, vacation leave and other benefits; if any based on or calculated on length of service with the Airport Authority, except that no benefits shall accrue and no credits shall be granted for the time period the employee was not actually working.

Section 5. If an employee transfers or is promoted to a different classification series, the employee's seniority will be maintained in his/her former classification series and in the event the employee is subsequently subject to layoff per this article and the employee is not the least senior in his/her previous classification series, he/she shall have the right to bump the least senior employee in his/her former classification series. In the event more than one employee is hired at the same time, seniority date of hire shall be determined by the first initial in the new employee's last name.

ARTICLE IX - VACANCIES

Section 1. In the event a vacancy occurs current employees shall be given an opportunity to apply, including first interview, before the vacancy is filled. If two or more qualified members of the bargaining unit apply for the same position, the most senior employee will be given preference. Outside applicants may be hired if they have substantially greater qualifications and ability. Employer shall be the sole judge of qualifications and ability.

ARTICLE X - NO STRIKE - NO LOCKOUT

Section 1. The Association agrees to the essential nature of services provided by its members in protecting the public welfare. In recognition of this fact, the Association agrees there shall not be work interruptions, slow downs, or strikes, during the life of this Agreement. In the event of unauthorized interruptions, the Association agrees that it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lock-out of bargaining unit employees during the life of this Agreement.

ARTICLE XI - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1. The Employer and the Association agree that neither of them shall discriminate against any applicant for employment or any employee as to the terms and conditions of employment, by reason of race, religion, color, sex, age, creed, marital status, physical or mental handicap, political ideas, or national origin.

Section 2. Employer shall have the right to interview potential employees, Association or Non-Association, without obligation, and shall have entire freedom of selectivity, may reject employees without cause during the probationary period as provided in this Agreement, and may discharge employees for good cause thereafter.

Section 3. Association and Employer agree to cooperate in an Affirmative Action Program to insure that no individual shall be discriminated against with respect to compensation, hours or condition of employment; because of age, race, religion, sex, creed, marital status, physical or mental handicap, national origin, political ideas, or public assistance status.

ARTICLE XII - HOURS OF WORK AND OVERTIME

Section 1. Employer shall have the full and exclusive authority to schedule the work, establish work shifts and assign employees to such shifts as required. Shifts will be bid by seniority, but

days off will rotate in a fair and equitable manner unless employees agree to set days off. Employee shall record, at the end of each work shift, time worked on cards provided by the Employer or as instructed by the Employer. Employee shall sign the time card prior to turning card into supervisor for processing. In the event leave is taken, incomplete cards will be completed by the supervisor with the best information available. The employee will have five working days following such leave to reallocate his/her leave time as it was allocated by his/her supervisor on the unsigned time card.

Section 2. The normal work day for full-time employees shall be eight (8) or ten (10) if on 10 hour shifts continuous hours excluding a non-paid lunch break not to exceed one half 1/2 hour and the normal work week shall be forty (40) hours of five (5) consecutive days or four (4) days if on 10 hour shifts. Employees shall be compensated for the lunch period if the period is interrupted for work. Interrupted lunch periods shall be noted on the employee's time card by the employee.

Section 3. One (1) duty free fifteen (15) minute rest break will be allowed during the first half and second half of each employee's work day. The employee's supervisor will schedule the exact times of the rest breaks and the lunch period for all employees under his/her supervision. In the event it is necessary during the noon hour, as determined by the supervisor, lunch periods may be staggered between the employees within the department. The supervisor shall determine the work schedules. For part-time employees there shall be one (1) fifteen minute rest period for each four hours of duty.

Section 4. Notification of changes in permanent work schedules shall be given in writing to employees fourteen (14) calendar days prior to change. When circumstances arise which require employees to deviate from their permanent work schedule, the employer may not unilaterally adjust the employees' regular shift in order to avoid the payment of overtime unless Employer and Employee mutually agree to the change. The requirements of this section may be adjusted downward by mutual agreement between the supervisor and employee.

Section 5. All time worked in excess of forty (40) hours in one work week or eight (8), or ten (10) if on 10 hour shifts, hours in one work day, shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly rate, provided the employee actually worked his/her regularly scheduled forty (40) hour shift that week. Overtime must be authorized in advance, unless in

cases of emergency, by a supervisor. Overtime shall not be compounded or pyramided. Holidays provided herein, vacation, and compensatory leave approved by a Supervisor and leaves scheduled prior to the working of overtime shall be regarded as time worked for the purposes of this section only. Sick leave taken during the same workweek of overtime shifts shall not result in a loss of overtime. Employer may require a doctor's verification of illness if abuse of sick leave is suspected. (Abuse of sick leave is defined in Article XV, Section 14.)

Section 6. Upon mutual agreement between the employee and the employer, the employee may be allowed to use compensatory time off. Employee will be allowed to accumulate 150 hours of compensatory time. The Employer shall have the option of paying an employee for accumulated compensatory time up to 75 hours. The Employer will notify the employee no later than January 15th that the pay out will be made on or before March 31, of the current year. The employee may request a cash out of compensatory time. Cash out will be paid at the current rate of pay.

Section 7. Employees called back to work after completing their regular shift and after leaving the Employer's premises shall be given a minimum of three (3) hours pay at the overtime rate of pay. It is further agreed, if work is completed, employees may leave early and not forfeit pay not earned. In addition, a premium will be paid to each employee called out to work as set forth on Schedule A. Appropriate rest breaks will be granted to employees while working overtime.

Section 8. Nothing in this Agreement shall constitute a guaranteed work week. However, no new employees will be hired unless all regular employees have had an opportunity to work forty (40) hours each week. It is understood that after all regular employees have had an opportunity to work forty (40) hours during the week, the Employer may use whatever qualified personnel it believes necessary to perform work duties.

Section 9. Employees shall be paid at the rate of double time (2x) their hourly rate of pay for all hours worked in excess of sixteen (16) hours of continuous work. It is understood and accepted that any or all personnel will be sent home at any time in order to provide a safe working environment for all parties concerned. Management personnel shall determine when further continuous work by employees would be detrimental to a safe operation.

Section 10 When it is determined that work needs to be completed by authorizing overtime, seniority on a rotating basis shall determine who performs overtime and call in work. If an employee will not be available for or does not wish overtime, he/she will notify his/her supervisor by the end of the normally scheduled shift.

Section 11. It is understood and agreed that supervisory personnel may work whatever hours, perform whatever duties or use whatever equipment or facilities that may be required of them in order to accomplish the task of providing the necessary services to operate a public airport 24 hours a day, 365 days per year. If the supervisor determines that work requiring overtime hours falls within the primary or technical areas of bargaining unit personnel, at least one bargaining unit member will be called to assist with such work. It is further agreed that the Employer can use whatever qualified personnel it deems necessary during overtime hours.

Section 12. When initially called the employee will estimate his arrival time at work considering the weather conditions and other factors that may effect the arrival time. If the emergency is time critical, the call out may be canceled in favor of an employee capable of a more rapid response.

ARTICLE XIII - HOLIDAYS

Section 1. All regular employees covered by this Agreement, and employed on the date of the following holidays are observed, shall be entitled to pay for eight (8) hours at the rate of pay set forth herein for the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Presidents Day | 8. Veteran's Day |
| 3. Martin Luther King Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas Day |

The holidays listed above shall be taken on the days designated for observance of such holidays by the State of Montana, except as defined in Section 6 below.

Section 2. Regular part-time employees will receive holiday premium pay based on the hours worked (pro rata basis).

Section 3. Employees scheduled to work on the above observed holidays shall be paid, in addition to the normal hourly wage, a premium equal to one and one-half (1 1/2) times their basic hourly rate for all hours actually worked on the holiday. The employee may choose compensatory time credit in lieu of premium pay. Provided if compensatory time is selected all holiday premium pay, for that holiday, must be taken as compensatory time.

Section 4. If a holiday is observed on an employee's regular scheduled day off, Employer will pay an additional eight hours pay or ten hours if employee is working a ten hour shift unless by mutual agreement between the Employer and employee another day off, or eight hours or ten hours compensatory time off, is agreed to.

Section 5. In order to be eligible for holiday pay, employees shall have worked the last scheduled day before and the first scheduled work day after the observed holiday. If an employee has not worked either of the above days without permission of the Employer, he/she shall forfeit the holiday pay. Bona fide illness, accident, compensatory time or vacation shall be considered excused absences. Holiday pay is not payable to an employee when they are on workers' compensation leave.

Section 6. If an employee is schedule to work on New Years Day, Independence Day, Veterans Day or Christmas day they will be eligible for holiday pay, these are the only four holidays that employees will be paid for working the actual day. All other holiday pay will be based on the observed day as defined in Section 1 above.

ARTICLE XIV - VACATION

Section 1. Employer agrees to allow vacations as provided by State statute as follows:

- a. From one (1) full pay period through ten (10) years of employment at the rate of 120 hours per annum;
- b. After ten (10) years through fifteen (15) years of employment at the rate of 144 hours per annum;
- c. After fifteen (15) years through twenty (20) years of employment at the rate of 168 hours per annum;

d. After twenty (20) years of employment at the rate of 192 hours per annum.

Section 2. Vacation leave shall not accrue during a lay off or a leave of absence without pay. Advancing of vacation leave credits after an employees earned vacation leave credits have been expended is expressly prohibited.

Section 3. For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2,080) hours shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of 1,080 hours.

Section 4. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited, and the Employer denies the request, the excess vacation leave is not forfeited and the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

Section 5. In the event of death of any employee, unused earned vacation/compensatory time shall be paid to the employee's heirs at his/her regular rate of pay. An employee who terminates employment for a reason not reflecting discredit on the employee is entitled upon the date of termination to cash compensation for unused vacation/compensatory leave.

Section 6. Scheduling of vacation leave will be accomplished by cooperation between the employee and the Employer, on forms provided by the Employer's office, giving consideration to the employee's needs and the needs of the Employer. Each department will maintain a vacation roster on which employees will be required to list their vacation dates thirty (30) working days prior to taking leave. The employee will be given a response to their vacation request within five calendar days of receipt by the supervisor. Vacation requested in less than 5 day increments may be approved upon mutual agreement between the employee and the

Employer. Assignment of vacation will be made by granting requests to those who first request them. If within seven (7) calendar days after vacation has been scheduled, the same vacation date or dates are requested by another employee within the same department, the senior employee shall be given preference, provided that the granting of those vacation dates to the senior employee can, in the opinion of the supervisor, be accomplished without unduly interfering with Airport operations.

Section 7 Military leave will not be in conflict with the vacation scheduling. Military leave will be regulated by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 USCA 4301 et seq.

Section 8. Vacation time may be taken on a split vacation basis with the approval of the supervisor.

Section 9. Regular part-time employees will receive vacation leave credits on a prorated basis.

Section 10 Employees are required to certify their annual leave balances pursuant to Employer's procedure.

Section 11. The Employer shall have the option of paying an employee for compensatory time. Upon mutual agreement employee may be paid for vacation in lieu of time off. If employee wants to sell a portion of their vacation or compensatory leave hours, they must also use an amount of vacation or compensatory time equal to 50 % of the total time sold.

ARTICLE XV - SICK LEAVE

Section 1. Sick leave credits should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies. Sick leave benefits should be carefully guarded and not dissipated or abused.

Section 2. As provided by State law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 3. An employee may not accrue sick leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for 520 hours. Upon completion of the qualifying period the employee is entitled to the sick leave credits earned.

Section 4. Regular part-time employees will earn sick leave credits on a pro-rated basis provided they have regularly scheduled work assignments of at least twenty (20) hours per week and they have worked the qualifying period of 520 hours.

Section 5. Full-time temporary and casual employees are entitled to sick leave credits provided they work the qualifying period of 520 hours.

Section 6. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (1/4) of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the Employer.

Section 7. Sick leave credits may be used as follows:

- a. Illness or injury of the employee.
- b. Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
- c. Quarantine for contagious disease control, provided certification is obtained from the attending physician.
- d. Doctor or dental appointments for treatment of employee's illness, injury or preventive care. If sick leave is to be used for such visits, the employees supervisor shall be notified of the appointment at least forty-eight (48) hours in advance, excluding emergency visits, and appointments which become available on short notice due to cancellations by others.

Section 8. Immediate family shall mean spouse, parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee or son-in-law, or daughter-in-law, or an individual, though not related by blood, who has been a permanent member of the employee's household.

Section 9. Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to Employer as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes. Failure to report such leave as soon as possible will be considered absence without leave and a deduction from the employee's pay will be made for the period of such leave. Such absences are grounds for disciplinary action including dismissal.

Section 10. Abuse of sick leave shall be cause for dismissal and forfeiture of payment for any accumulated sick leave.

Section 11. A physician's verification of illness covered by sick leave may be required by the employee's supervisor after an employee has used three separate eight hour shifts of sick leave, or five eight hour shifts of continuous sick leave, during the contract year. Sick leave shall be reported on forms prescribed by the Authority office.

Section 12. Sick leave charges in excess of earned sick leave credits may be charged to earned and available vacation or compensatory leave with mutual agreement between the employee and the Employer. The employee may apply for Leave under the Family and Medical Leave Act ("FMLA") or a Leave of Absence in accordance with this agreement. If the Employer becomes aware that the employee is absent due to a qualifying reason under the FMLA, the Employer may designate the leave as FMLA leave in accordance with the FMLA and regulations promulgated thereunder.

Section 13. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

Section 14. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for an unauthorized purpose.

Section 15. Because an employee's pay continues while on sick leave, no employee is entitled to be paid both sick leave and worker's compensation payments. An employee injured on the job shall make a claim for workers' compensation. Sick leave may not be used in case of injury except for the waiting period to eligibility for workers compensation payments

Section 16. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

Section 17. In order to be entitled to sick leave, an employee must notify his/her supervisor at least one (1) hour before the beginning of his shift, in order that a replacement may be notified.

Section 18. Employees on extended sick leave, leave of over a 3 day duration, must report into his/her supervisor every seven days. Employee must provide information on his/her condition change including an estimated date of return to work. Employee must provide a written request to the supervisor to use sick leave, compensatory or vacation leave to cover his/her time away from work. Failure to provide written authorization may result in employee's leave status being changed to leave without pay.

ARTICLE XVI - LEAVE OF ABSENCE

Section 1. Leave of absence without pay may be granted to eligible employees upon approval of the immediate Supervisor. An employee may be granted up to thirty (30) days of Leave of Absence time without loss of seniority, benefits or benefits date. A formal leave of absence request must be made in writing to the immediate supervisor two weeks prior to the leave of absence of more than five (5) working days. In order to be eligible for leave the employee must have been employed for twelve (12) months and have worked at least 1250 hours during the twelve month period. Except in extenuating circumstances the employer may waive this requirement.

Section 2. All terms of the leave must be set forth in a written memorandum signed by the Supervisor and the employee and shall be filed in the employee's personnel file. The memorandum shall serve as the document governing the terms of the leave.

Section 3. If an employee takes a leave of absence without pay for a period exceeding thirty (30) calendar days, the employee shall not accrue vacation or sick leave credits and, except for an employee on leave under the Family Medical Leave Act, shall not be entitled to any Employer Contribution to health insurance.

Section 4. If the leave of absence extends more than thirty (30) calendar days, then the employee's seniority, benefits and benefit date will be adjusted according to the length of the leave of absence exceeding thirty (30) calendar days. Calculation of seniority will be calculated on December 31 of each year, on such form as prepared by the Employer. Leaves of absence shall be limited to a maximum of sixty (60) calendar days, unless otherwise provided in this Article.

Section 5. An Employee granted a Leave of Absence under this Article shall be returned to the same or equivalent position as seniority dictates for which he/she is qualified at the end of the leave, provided the leave is not combined with any other paid or unpaid leave.

MILITARY LEAVE – Uniformed Services Employment and Reemployment Rights Act of 1994

Section 1. Employer shall not deny initial employment, reemployment, retention in employment, promotion or any benefit of employment to an Employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in a uniformed service. All provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301 et seq., and the Montana Military Service Employment Rights Act, Montana Code Ann. §§ 10-1-1001 et seq. shall be followed regarding military leave, reemployment, seniority, health plans and employee pension benefit plans.

Section 2 An employee who is a member of organized militia of the State of Montana or who is a member of the organized or unorganized reserve corps or military forces of the United States, and, who has been an employee for a period of six months, shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training courses, and similar training programs of the organized militia or of the military forces of the United States. This leave will not be charged against the employee's vacation time if the employee has been inducted into military service, as defined in Montana Code Annotated § 10-1-1003(6). Unused military leave must be carried over to the next calendar year, but may not exceed a total of 30 days in any calendar year.

JURY LEAVE AND WITNESS LEAVE

Section 1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Jurors fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge his/her time off against his/her annual leave, he/she shall not be required to remit to Employer any expense or mileage allowance paid him/her by the court.

Section 2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit his/her witness fees to Employer.

Section 3. Employer may request the court to excuse employees from jury duty if they are needed for the proper operations of the Employer.

EDUCATIONAL LEAVE

Section 1. Time off with pay may be granted to any full-time, non-probationary employee to attend job related courses at an accredited post-secondary educational institution for up to nine quarter credits per fiscal year. Such educational leave time off must be approved by the Airport Director.

Section 2. Employer, upon receiving evidence of satisfactory completion (a grade of 'C' or better) of courses previously approved, will reimburse employees for the cost of books and tuition up to a maximum six hundred dollars (\$600.00) per fiscal year. When grade reports are not provided the employee shall be awarded the reimbursement upon receipt of a certificate of completion.

Section 3. Any employee who voluntarily terminates employment within twelve (12) months of completion of an education leave shall reimburse the Employer for all sums paid by the Employer in connection with the educational leave.

FAMILY AND MEDICAL LEAVE

Section 1. Pursuant to the Family and Medical Leave Act an employee who has been employed for twelve (12) months by the Employer during which time he/she has worked at least 1250 hours shall be entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period for one or more of the following: (A) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter. (B) Because of the placement of a son or daughter with the employee for adoption or foster care. (C) In order to care for the spouse, or a son, daughter, or parent , of the employee, if such spouse, son, daughter or parent has a serious health condition. (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee. The entitlement to leave under (A) or (B) for a birth or placement of a son or daughter shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement. Leave taken under (C) or (D) may be taken intermittently or on a reduced leave schedule when medically necessary and will be taken pursuant to the provisions of the Family and Medical Leave Act, 29 U.S.C. 2612(b).

Section 2. An eligible employee may elect, or Employer may require the employee, to use sick leave and any accrued paid vacation leave for leave for (A), (C), or (D) above for any part of the twelve (12) week period of such leave. Upon mutual agreement an employee may request and may be granted the use unpaid leave during the twelve week period.

Section 3. In any case in which the necessity for the leave is foreseeable based on expected birth or placement as stated above, the employee shall provide the Employer with not less than 30 days' notice before the date the leave is to begin, except in cases where the birth or placement requires leave to begin in less than 30 days, the employee shall provide as much notice as possible. If the Employer becomes aware that the employee is absent due to a qualifying reason under the FMLA, the Employer may designate the leave as FMLA leave in accordance with the FMLA and regulations promulgated thereunder.

Section 4. In any case in which a husband and wife entitled to a leave are employed by the same Employer, request leave under (A), (B), or to take care of a sick parent under (C), the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) workweeks in any twelve (12) month period.

Section 5. Employer may require that a request for leave under (C) or (D) be supported by a certification issued by the health care provider of the eligible employee, or the son, daughter, spouse or parent of the employee, as appropriate stating: the date on which the serious health condition commenced, the probable duration of the health care provider regarding the condition, a statement that the eligible employee is needed to care for the son, daughter, spouse or parent or a statement that the employee is unable to perform the functions of the employee's position, and an estimate of when the employee can return to work.

Section 6. An eligible employee who takes F.M.L.A. leave for the intended purpose of the leave shall be entitled on return from such leave to be restored to the former position or be restored to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Nothing herein shall be construed to entitle any restored employee to accrual of seniority or employment benefits during any period of leave, nor to any benefits or position other than the employee would have been entitled to had the employee not taken the leave.

Section 7. During the period an eligible employee is on a Family or Medical Leave the Employer shall maintain coverage under any group medical plan in effect. If the employee fails to return to work at the end of such leave the Employer shall be reimbursed for the premiums paid during the leave, except where the employee fails to return due to the continuation, recurrence, or onset of a serious illness that would entitle the employee to a Family Medical Leave; or circumstances beyond the control of the employee.

Section 8. An employee may request an additional 30 calendar days of leave after the expiration of FMLA. All terms of a Family or Medical leave are to be set forth in a memorandum of understanding signed by the Airport Director or his designee, and the employee, with a copy to be placed in the employee's personnel file.

BEREAVEMENT LEAVE

Section 1. Each employee shall be entitled to three (3) days with pay, to attend to a death in the immediate family, (as defined in Article XV, Section 8), on each occasion (non-accumulated). If additional days are needed, sick leave, vacation, or compensatory time may be approved upon request. In order to be eligible for bereavement leave the employee must attend the funeral.

ARTICLE XVII – TRAINING

Section 1. Employer may establish minimum requirement for job performance which may include, but not be limited to, professional training, as well as, physical requirements to be met by employees. Any formal training requirements shall be paid for by the Employer. If any employee desires to obtain additional training, the employee shall pay for the cost of the training. Any employee who is permitted to attend a training school with the approval of the Employer may be granted time off with pay in order to attend such school, or time spent at the training may be deducted from the employee's accrued vacation at the option of the employee. The employee must successfully complete training as required by the Employer.

Section 2. Any employee who requests training and fails to successfully complete training as agreed to in Section one or voluntarily terminates employment within twelve (12) months of completion of training may be required to reimburse the Authority for all sums paid by the Authority in connection with the training.

Section 3. Cross training of current employees covered by the Agreement shall be voluntary. All new hires will be cross trained. Employer may limit the number of cross trained employees.

ARTICLE XVIII - HEALTH INSURANCE

Section 1. Employer will make group life, health, dental and optical insurance available to employees covered by this Agreement under the terms of the group health, dental and optical insurance plan with benefits as were provided for under the plan provided to the Employer by Missoula County in effect on July 1, 2018.

Section 2. Employer will provide and pay for the same vaccination shots that are furnished by the Missoula City Fire Department and the Missoula Rural Fire District.

Section 3. The Employer will contribute the following sum toward the cost of group health, dental and optical insurance, for employees covered by this Agreement. If the Employer's contribution to the insurance premium is projected to exceed the amounts set forth below, the Employer and the Association agree to reopen the contract to discuss only health, dental and

optical insurance contributions. The Association agrees the Employer may increase the contribution amounts set forth below, as the Employer deems appropriate.

Employee - Single	The employer's contribution shall not exceed 90% of the premium with a 8% cap on any increase to the employer's contribution.
Employee - Children	The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to the employer's contribution.
Two - Party	The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to the employer's contribution.
Family	The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to the employer's contribution.

Section 4. In no case will Employer's contribution exceed the total cost of group health, dental and optical insurance.

Section 5. Employer reserves the right to change the insurance carrier; however, the policy limits of the group, health, dental and optical insurance plan will remain the same as provided for by the Missoula County Agreement. The Association shall be contacted to provide input into planning efforts and decisions pertaining to insurance.

ARTICLE XIX – UNIFORMS

Section 1. Employer will provide the following to each employee, on an annual basis and an "as needed" basis, it is recognized that certain employees will require more frequent clothing rotation as a result of the nature of the wear and exposure to environmental factors.

Yearly:	Pants - 5 each	Cap - 1
	Shirts - 5 each	Stocking Cap - 1
	Polo Shirts – 5 each	Jacket – 1
	Insulated coveralls – 1	Light Duty coveralls – 2
	Rubber boots – 1	Rain Jacket – 1
	Shoes – 1	Sunglasses not to exceed \$50.00
Every other year:	Boots - 1 pair	

Employees will replace worn out clothing if required by the Supervisor. If an employee leaves before one year is completed, employee will reimburse the employer for clothing received. Reimbursement will be prorated for the length of employment.

ARTICLE XX - SUSPENSION AND DISCHARGE

Section 1. The Employer shall not discharge or suspend a non-probationary employee without cause. Employer agrees to provide an employee with written notice of the charges against him, an explanation of the employer's evidence and an opportunity to present his version of the events prior to discharge. Employee is entitled to Association representation at any pre-termination meetings.

Section 2. After completion of the probationary period herein, discharge will not be made without at least one (1) warning notice to the employee involved, which warning shall be in writing and presented to the affected employee specifying the reason for the warning. Such warning notice must be issued within ten (10) calendar days of the violation complained of; provided, however, that in the event Employer is not aware of the situation within said ten (10) calendar day period, the warning letter must be issued within ten (10) calendar days of the time Employer becomes aware of such situation.

Warning notices may be subject to the grievance procedure. An employee may request a meeting with the supervisor and his Association representative to discuss the warning notice. Meetings will be requested within ten (10) calendar days from the date the employee receives the warning notice. The employee may attach a rebuttal to the warning notice, such rebuttal shall be placed in his/her personnel file.

The Employer reserves the right to issue warning notices for any conduct that may negatively impact, in the opinion of management, the safe and efficient operation of the Airport. Warning notices shall become a part of the employee's personnel file for eighteen months. After six months, the employee may request in writing the removal of the record from the file. Approval of this request shall be determined by the Director.

No warning notice prior to suspension or discharge shall be required in the case of:

- 1) sleeping on the job;
- 2) gross disobedience or insubordination;
- 3) use of, possession of, or sale of, illegal drugs, or controlled substances;
- 4) physical violence in the work place;

- 5) willfully endangering the lives or property of employee, Employer, or third parties;
- 6) conviction of a felony;
- 7) willful abandonment of duties.

This list is not meant to be restrictive or all inclusive of the items for which a person may be discharged.

ARTICLE XXI - JOB DESCRIPTIONS

Section 1. Job descriptions for all of the positions shall be available in the Authority office. The Association shall be provided a copy of the job descriptions for positions covered by this Agreement. The development of such job descriptions shall be the exclusive purview of the Employer, however, the Association and the affected employee shall be notified, in writing, of any changes in such job descriptions at least ten (10) working days before such changes become effective. Employees subject to a reduction in pay as a result of being reclassified shall retain their previous rate of pay for sixty (60) calendar days. Employees subject to a reduction in pay as a result of a disciplinary reclassification shall retain their previous rate of pay until the end of the then current pay period.

ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as a dispute or disagreement raised over a specific provision of this Agreement. The grievance shall be resolved, if at all possible, by the following procedure.

Step 1. Any dispute involving the interpretation, application or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within ten (10) calendar days after the first knowledge of the occurrence of the grievance. Any grievance that is not presented within the preceding time limit shall be forever waived. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance, and no formal grievance may be filed until the immediate supervisor has been given ten (10) calendar days to attempt resolution. Any grievance filed by the Employer shall begin at Step 2, of this grievance procedure. Any grievance involving a discharge shall begin at Step 2 of this procedure.

Step 2. If the grievance is not resolved at Step 1, the grievant and the Association shall have ten (10) calendar days from the receipt of the immediate supervisor's response at Step 1 or from the date of a termination letter in which to present the grievance in writing to the Airport Director or his designee. The grievance shall contain a complete statement of the grievance and the facts upon which it is based, state the provisions of the Agreement claimed to have been violated, and the remedy or correction requested. The Airport Director or his designee, and the Association Representative, and the grievant shall meet and discuss the grievance on a mutually agreed upon date not to exceed ten (10) days from the receipt of the grievance. Following this meeting the Airport Director or his designee shall have ten (10) calendar days within which to provide a response in writing to the Association representative with a copy to the grievant.

ARBITRATION:

Section 1. If the grievance is not resolved pursuant to the above steps, the Association shall have ten (10) calendar days from the receipt of Airport Director or his designee's decision to submit the grievance to arbitration, which decision shall be in writing to the Director of Airports.

Section 2. Whenever a grievance is submitted to arbitration, the Association representative and the Authority shall mutually agree upon the arbitrator to render a decision. In the event the parties are unable to agree upon an arbitrator, the Director of the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven names of arbitrators. Each party shall alternately strike a name from the list presented until one name remains. That person shall be the arbitrator. Association will strike the first name.

Section 3. The findings and decision of the arbitrator will be final and binding and enforceable on all parties. The expense of the arbitrator shall be borne equally by the parties to the arbitration and each side shall bear the expense of preparing and presenting its case.

Section 4. The arbitrator shall have no right to amend, modify, nullify, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall have no

authority to establish language for this Agreement, wage rates, new or changed job descriptions, or fringe benefits.

Section 5. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law.

Section 6. Waiver - - - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step in the specific time limit, or any written agreed extension thereof, it shall be considered denied. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Association.

ARTICLE XXIII - WAGE SCHEDULE

Section 1. The wages for the term of this contract, for the period starting July 01, 2018, will be listed on the attached Schedule A.

Section 2. Employees shall be eligible for a cell phone stipend of \$25.00 per month for business-related costs incurred when using their personal cell phones. In order to be eligible, the employee must have a cell phone capable of receiving text messages and must comply with MCAA's Cell Phone Use Policy. Use of a cell phone while driving an MCAA owned vehicle or operating any MCAA equipment is **strictly prohibited**.

Section 3. A shift differential of \$0.50 per hour will be paid, for an employee's entire shift, to any employee required to work a regularly scheduled shift which begins after 1 p.m.

Section 4. In addition to the base salary set forth on Schedule A, each employee shall receive longevity pay, in the amount of \$0.10 per year of service added to their hourly wage, for the continuous satisfactory service with MCAA beginning on the employee's five year anniversary of employment.

ARTICLE XXIV - SAVINGS CLAUSE

Section 1. In the event any Federal or State law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties agree to meet promptly for the purpose of negotiation on any issues developed as a result of conflicting State or Federal law.

ARTICLE XXV - EMBODIMENT

Section 1. It is agreed by the parties who have hereto executed this Agreement that this contract sets forth the entire agreement between the Employer and the Association and that during the course of collective bargaining, each party had the unlimited right to offer, discuss, accept or reject proposals and, therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the Agreement unless mutually agreed to by both parties, nor upon any proposal which was offered and discussed but was not made a part of this Agreement. Furthermore, there shall be no verbal or written agreement between the Employer and the Association in violation or contravention of this contract.

ARTICLE XXVI - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2018 and shall remain in full force and effect, until June 30, 2021 and yearly thereafter, unless a party hereto gives a written notice to the other party at least 60 days prior to the expiration date, or any anniversary thereafter, of an intent to modify or terminate. If such notice is given by either party hereto, this Agreement shall terminate upon its expiration date.

//
//
//
//
//
//
//
//
//
//
//

Schedule A To MPEA Building And Field Personnel Agreement With MCAA

July 1, 2018 – June 30, 2021

Current Positions	FY 2019	FY 2020	FY 2021
Building Tech	28.13	28.97	29.84
Ops Mechanic	30.56	31.48	32.42
Ops Tech II	28.13	28.97	29.84

Progress steps	Percentage
Starting Wage	85.00%
Upon Completion of Probation	87.50%
2 nd year	90.00%
3 rd year	95.00%
4 th year	100.00%