

Missoula County  
Airport Authority  
– Public Safety  
Officers

and the

Montana Public  
Employees Association

July 1, 2017 – June 30, 2019

**PUBLIC SAFETY OFFICERS  
ASSOCIATION AGREEMENT**

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of June, 2017 by and between the MISSOULA COUNTY AIRPORT AUTHORITY, hereinafter referred to as "Employer", and MONTANA PUBLIC EMPLOYEES ASSOCIATION, 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 Public Safety Officers hereinafter referred to as employees who are employed by the Missoula County Airport Authority, who are or may become members of the Association excluding there from managerial employees, supervisors, confidential and executive employees, or others as defined by the Montana Collective Bargaining Act For Public Employees.

**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 normal initiation fee and dues of the Association to the Association

Section 2. 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. The Employer shall discharge employees who fail to comply with this requirement within 30 days after receipt of written notice by the Association. If an employee who is to be discharged pursuant to this section tenders payment of the amount equal to the initiation fee and dues of the Association prior to the date set for discharge, the employee shall not be discharged for such non-payment.

Section 3. 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 4. 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. On duty personnel may attend meetings held at the airport, but are required to respond to work duties when requested.

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 process grievances with permission of 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 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 office or management personnel.

Section 4. The Association may use space on Employer bulletin boards located in the Operations Facility for the posting of Association material. Employer may remove inappropriate material. 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 employee benefits in effect, and may reduce the same to the minimums herein described with Association notification.

**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. 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

Section 2. Employees covered by this agreement may perform secondary 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 certified/trained may be used to perform duties covered by this agreement. It is recognized that the LEO, Fire and EMS duties performed at the Missoula International Airport are the primary responsibility of the Public Safety Department. However in emergencies the Employer may use non-bargaining unit personnel to assist the Public Safety Officers. Officers will request and direct personnel as needed until relieved by a supervisor. This provision does not impair the employer's ability to determine the size of the work force.

**ARTICLE VI - PROBATIONARY PERIOD**

Section 1. Each employee shall be on probation for a period of one (1) year from the date of his/her employment. 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 a six (6) month 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.

**ARTICLE 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 employees most recent date of hire. Employer shall not be required to consider seniority for any purpose not specifically required by a provision of this agreement.

Section 2. Seniority shall be terminated by 1) discharge for cause, 2) voluntary quit, 3) twelve months of consecutive layoff, 4) failure to report to work as ordered after layoff, 5) absence from work except for bona fide illness, certified by a physician with documentation acceptable to the Employer, for more than five (5) working days, 6) failure to return to work following a leave of absence, as agreed, 7) 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, 8) Leave of absence in excess of ninety (90) days, 9) Transfer to any position excluded from the bargaining unit for more than six (6) months.

**ARTICLE VIII - LAYOFF**

Section 1. In the event the Employer determines that it is necessary to layoff employees, and the qualifications and ability based on primary duties of the employees considered for layoff are equal in the sole judgment of the Employer, the order of layoff shall be by seniority. Recall from layoff shall be 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) Regular Part-time Employees, 4) Regular Full-time Employees

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

Section 4. An Employee who was 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 any 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. An employee laid off under this Article may at the Employee's option, defer the cash payment for unused sick leave provided for in this Agreement for up to one (1) year. If an employee opts to defer cash payment for sick leave, then the employee shall have available the employee's full-accrued sick leave upon rehire. If an employee opts for the cash payment of unused sick leave, then the employee shall not have accrued sick leave upon rehire.

Section 6. 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 lay off per this article and the employee is not the least senior in his/her previous classification series, he/she shall have the right to return to his/her former classification series.

## **ARTICLE IX - VACANCIES**

Section 1. In the event a vacancy occurs current employees shall be give an opportunity to apply for the positions prior to notice of the vacancy to the public. If two or more qualified members of the bargaining unit apply for the same position, the most senior employee will be given preference provided qualifications and ability are equal in the sole judgment of the

Employer. If no qualified employee applies for the position outside applicants may be used. Employer is the sole judge of qualifications.

#### **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 that 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 lockout 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 discharge employee without cause during the probationary period, may reject employees after trial, as provided in this Agreement, and may discharge employees for just 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 otherwise instructed by the Employer. Employee shall sign the time card prior to turning card into supervisor for processing. Incomplete cards will be completed by the

supervisor with the best information available, the employee will have three (3) working days to correct any misinformation or the card will be considered complete and acceptable to the employee. Supervisor may red line any unacceptable entry on timecards, the employee will be provided a copy of the corrected card and he/she will have three (3) working days, beginning with his/her next shift, to verify the information or it is considered corrected.

Section 2. The normal workday for full-time employees shall be eight (8) (ten (10), twelve (12) or twenty-four (24) continuous hour shifts including a paid meal break not to exceed one half (1/2) hour. Meal breaks will be taken when time permits and Employees must respond when requested during meal breaks.

Employees on twenty-four (24) hour shifts shall be paid sleep time up to six hours between 6 p.m. and 6 a.m.; however, only one on-shift Employee shall be permitted sleep time at any one time. Employees shall post sleep schedules. Sleep time is not guaranteed and need not be concurrent. Employees must respond when requested during sleep time.

Employees will be required to remain on airport premises during their meal period and sleep time and will be paid at the straight time rate for the period.

Employees on twenty-four (24) hour shifts will work a 28 day work period.

Section 3. One (1) duty free paid 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 may 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. 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 seven (7) calendar days prior to change. When circumstances arise for the employer to have employees deviate from their permanent work schedule, the employer may not unilaterally adjust the employees' regular shift to avoid the payment of overtime unless Employer and Employee agree to the change. The requirements of this section may be adjusted downward by mutual agreement between the supervisor and employee.



Section 5. The Association and Employer agree that Employees qualify for the Fair Labor Standards Act exception set forth in 29 U.S.C. § 207(k) and that Employees engage in both fire protection and law enforcement activities depending on Employer's needs at the time.

All time worked in excess of forty (40) hours in one week when working 5/8 hour shifts or 4/10 hour shifts or two hundred and twelve (212) hours in one work period when working 24 hour shifts in a 28 day work period, shall be paid at the rate of one and one-half (1½) times the Employee's hourly rate. When working twenty-four hour shifts, no Employee shall be permitted to work more than thirty-six hours continuously.

Overtime must be authorized in advance, unless in cases of emergency authorized by a supervisor. Overtime shall not be compounded or pyramided. Holidays provided herein and leaves scheduled prior to working of the overtime shall be regarded as time worked for purposes of this section only. Sick leave taken during the same work period of overtime shifts shall not result in a loss of overtime. Employer may require a bill or receipt from a doctor for any sick leave taken.

Section 6. Upon mutual agreement between the employees and the employer, the employee may be allowed to use compensatory time off. Use of compensatory time earned shall be taken by mutual agreement between employee and employer. 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 15<sup>th</sup> 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, that if the work is completed, employees may leave early, and not forfeit pay earned. The call back time begins when the employee arrives at the work site and commences the work. In lieu of a meal program, a premium of \$ 35.00 will be paid to each

employee called out to work more than two hours prior to the employee's next regularly scheduled shift. Appropriate rest breaks will be granted to employees while working overtime.

Section 8. Nothing in this Agreement shall constitute a guaranteed workday or work week. However, no new employees will be hired unless all regular full-time employees have had an opportunity to work either forty (40) hours each week (if working 5/8 hour or 4/10 hour shifts) or 168 hours each work period (if working a 28 day work period). It is understood and accepted that after all regular employees have had an opportunity to work forty (40) hours during the work week the employer may use qualified personnel to perform work duties.

Section 9. Other than in circumstances where time does not permit it, the supervisor will post and offer authorized additional hours of work first to qualified employees covered by this agreement on a rotating basis. In the event the supervisor is unsuccessful in finding personnel to complete the additional hours of work, the supervisor may require qualified employees covered by the agreement to work in reverse order of seniority. If an employee will not be available for or does not wish additional hours of work, he/she will notify his/her supervisor by the end of the normally scheduled shift. If an employee does not indicate he/she is unavailable in advance the employee agrees that he/she will be available for additional hours of call in work. Failure to notify the supervisor, in advance, of availability may result in disciplinary action. Management employees may be used for shift coverage on their routinely assigned schedule, the Association realizes that management employee's schedules will change due to the operational needs of the Airport. Management employees may not change shifts to perform bargaining unit work for the purpose of saving overtime. The Association recognizes, during certain time periods, that shifts may be covered with one bargaining unit member.

Section 10 An employee performing work in a higher classification will receive the per-hour pay of that classification.

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 per day, 365 days per year. It is further agreed the Employer may use qualified personnel it deems necessary to supplement the work force. In the event the Employer determines the work is overtime, it will abide by Section 10 of this Article. The Association and bargaining unit

members agree, understand and accept that the Employer is the sole judge of when overtime by bargaining unit members is necessary, needed and authorized.

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.

Section 13. Employees may agree to exchange shifts when the change is approved by their supervisor. An employee's decision to substitute for another employee must be made freely and without coercion. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal schedule. In no event shall shift exchanges result in overtime pay under this Agreement. Employees who exchange shifts shall so note on their time cards. Employees are solely responsible for tracking shift exchanges. The Employer will not keep a record of the hours of the substitute work. Employees scheduled as a replacement for approved shift exchange accept full responsibility for that shift.

### 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) or ten (10) (if on 10 or 24 hour shifts) 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          |
| 6. Labor Day              |                            |

The holidays listed above shall be taken on the days designated for observance of such holidays by the State of Montana.

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, up to ten (10) hours. 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 employees regular scheduled day off, Employer will pay an additional eight or ten (10) (if on 10, 12 or 24 hour shifts) hours pay unless by mutual agreement between the Employer and employee another day off, or eight or ten (10) (if on 10, 12 or 24 hour shifts) 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 statue 2-18-611 MCA et seq., 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 six (6) months.

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 last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within ninety (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 leave must be forfeited, and the Employer denies the request, then excess vacation leave is not forfeited. The employee must use the excess leave before the end of the calendar year or it will be forfeited. Upon termination of employment with the Employer, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination, provided that such rate has been in effect at least one month.

Section 5. In the event of death of any employee, unused earned vacation time shall be paid to the employee's heirs at his/her regular rate of pay.

Section 6 Scheduling of vacation leave will be accomplished by cooperation between the employee and the Authority, on forms provided by the Authority 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 sixty (60) working days prior to taking leave. The employee will be given an approval or denial of their vacation request within five calendar days of receipt by the supervisor or the request will be considered approved. Vacation requests shall be consider received by the employer two (2) days after the

initial submission of the appropriate form. 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 Authority operations.

Section 7. Military leave will be regulated by the Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 8 Regular part-time employees will receive vacation leave credits on a prorated basis.

Section 9 Employees are required to certify their annual leave balances pursuant to Employer's procedure.

Section 10 An employee may request vacation pay in lieu of time off. At its sole discretion the Employer may pay an employee for accumulated vacation or compensatory time.

Section 11 Employees granted an approved leave shall utilize the leave. Approved leaves shall not be canceled, after the schedule has been posted for the period, in which the vacation leave was granted, without permission from the supervisor.

## **ARTICLE XV - SICK LEAVE**

Section 1. Sick leave credits should be regarded by employees as valuable 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.

Section 5. Temporary and seasonal 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, whenever possible the employee's supervisor shall be notified of the appointment at least forty-eight (48) hours in advance.

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 the 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 to the supervisor may be considered absence without leave and a deduction from the employee's pay may be made for the period of such leave. Such absences may be grounds for disciplinary action including dismissal. 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 11. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay by mutual agreement between the employee and the Employer.

Section 12. Any holidays that fall during a period that the employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

Section 13. 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 14. An employee injured on the job shall make a claim for worker's compensation rather than use sick leave. At the employee's option, the employee may coordinate sick leave benefits with the worker's compensation benefits or he/she may receive worker's compensation benefits only. If the employee elects to coordinate benefits the employer will pay sick leave benefits so that the employee will receive 100% of his/her total net pay including the worker's compensation. When coordinating benefits, for each workday missed the employer will deduct six (6) hours of sick leave from the employee's balance. Workers compensation leave cannot be converted to another paid leave.



Section 15. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

Section 16. In order to be entitled to sick leave benefits, on the first day of an illness, the employee must notify his/her supervisor at least one (1) hour before the beginning of the shift, in order that a replacement may be notified. On subsequent sick days for the same illness a four (4) hour notice will be given to the Employer before shift starting time if the employee extends his/her sick leave beyond the first day off.

Section 17. Regular part-time employees will receive sick leave credits on a prorated basis.

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 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 – OTHER LEAVES**

### **A. 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 for any 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 of absence are to be set forth in a memorandum of understanding 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 any benefits 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 for 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. 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 an 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.

**B. 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.

### C. 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. Juror's fees except mileage 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 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.

### D. 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 of 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 Authority for all sums paid by the Authority in connection with the educational leave.

### E. 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 or compensatory time 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 are entitled to 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 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 condition, the appropriate medical facts within the knowledge 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 had the employee not taken the leave. If the leave was due to illness or disability of the employee, a medical certification that the employee is medically and physically ready to return to work must be provided to Employer prior to returning to work.

Section 7. During any period an eligible employee 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.

## **F. BEREAVEMENT LEAVE**

Section 1. Each employee will receive three (3) scheduled working days off, with pay, to attend to a death in the immediate family, on each occasion (non-accumulated). If additional days are needed, sick leave, vacation, or compensatory time may be approved upon request. Immediate family shall mean spouse, children, grandchildren, parents, parents-in-law, and siblings of

employee or spouse. 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, to be met by employees. Any formal training requirements shall be paid for by the Employer. Training will be offered by the employer in each of the three (3) disciplines Public Safety Officers are responsible for- Medical, ARFF and LEO Post accredited schools annually. If any employee desires to obtain additional training, the employee shall pay for the cost of said training. Any employee who is permitted to attend a training school sponsored by a law enforcement agency, with the approval of the Employer, may be granted time off with pay in order to attend such school, or said time may be deducted from such 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 fails to successfully complete training as required, or voluntarily terminates employment within twelve (12) months of completion of training shall reimburse the Authority for all sums paid by the Authority in connection with the training.

Section 3. Cross Training of current employees covered by this agreement shall be voluntary. All new hires will be crossed trained. Employer may limit the number of cross-trained employees.

## **ARTICLE XVIII - HEALTH INSURANCE**

Section 1. Employer will make group health, dental and optical insurance available to employees covered by this Agreement under the terms of the group health, dental and optical insurance with benefits as were provided for under the plan provided to the Employer by Missoula County in effect on July 1, 2017.

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 as set forth below, the Employer and 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 employer's contribution.
  
- Employee - Child      The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to employer's contribution.
  
- Employee – Spouse    The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to employer's contribution.
  
- Family                      The employer's contribution shall not exceed 85% of the premium with a 8% cap on any increase to 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 – ANNUAL MEDICAL ASSESSMENT**

Section 1. Employer and Union recognize the importance of employees' maintaining a high level of physical health and fitness in order to enable them to adequately perform the functions of their job. In the interest of maintaining officer fitness, the parties agree that officers shall complete annual medical assessments. Employer shall provide each employee with a copy of the employee's essential job functions. Employees shall provide an annual statement from a medical provider of their choice that they can perform the essential functions of their job without

posing a significant safety and health risk to themselves or others. Medical exams shall be paid for by MCAA to the extent they are not covered by health insurance.

## **ARTICLE XIX - UNIFORMS**

Employer will provide the following to each officer:

Initial Duty Belt and Holster

Yearly:	Pants - (2)
	Long Sleeve Shirts - (2)
	Short Sleeve Shirts - (2)
Every other year:	Boots - (1) pair

Uniforms will remain the property of the Employer and shall be returned upon termination of employment.

## **ARTICLE XX - SUSPENSION AND DISCHARGE**

Section 1. Following successful completion of the probationary period provided herein, an employee shall not be discharged without just 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/her union representative to discuss the warning notice. Meetings shall be requested within ten (10) calendar days from the date the employee receives the warning letter. The employee may attach a rebuttal to the warning notice within 10 calendar



days after meeting with the supervisor, such rebuttal shall be placed in his/her personnel file. Warning notices shall become a part of the employees 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, unless as part of the sleep time of a 24 hour shift and pursuant to a posted sleep schedule.
- 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. In the event, during the course of this agreement, the employer changes job descriptions, the Association and the affected employees shall be notified and upon request of the Association the Employer agrees to negotiate the effect of the changes in such job descriptions. If no meeting is requested then the changes will take effect ten (10) working days after the notification to the Association and employees, in which case, if any employees are subject to a reduction in pay as a result of being reclassified they shall retain their previous rate of pay for thirty (30) calendar days.

## **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) calendar days from the date of 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 designee's decision to submit the grievance to arbitration which decision shall be in writing to the Airport Director.

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. A coin toss shall determine which party strikes 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 present 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 agreed written 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 ending June 30, 2019 shall be as set forth in Schedule 'A' attached hereto and by this reference made a part hereof.

#### **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 to 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 or its members in violation or contravention of this contract.

Section 2. During the term of this Agreement and any extension hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the confirmation of this Agreement.

#### **ARTICLE XXVI - TERM OF AGREEMENT**

Section 1. This Agreement shall remain in full force and effect, until June 30, 2020 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.

#### **ARTICLE XXVII - LEGAL REPRESENTATION AND FEES**

Section 1. In the event an employee is named as a defendant in any civil action arising out of his/her employment and the Airport Authority's insurance carrier has not provided coverage for the employee within a reasonable time period, the EMPLOYER shall pay reasonable attorney fees for any attorney retained by the employee to safeguard the interest of the employee in such action, provided that no criminal charges have been filed against the employee in connection

with the incident that gives rise to the claim. The phrase "within reasonable time period" as used in this section shall mean within the twenty (20) day period provided by law for a party's initial response to a civil complaint or any extension granted by the Court. The Airport Authority's obligation to pay such attorney fees shall end at the time that the insurance carrier appoints an attorney.

Section 2. Any employee eligible for such payment will submit an itemized statement of attorney's fees to the EMPLOYER no more than thirty (30) days after receipt of the statement from the attorney. The EMPLOYER will pay the reasonable attorney fees of the employee within thirty (30) days after the itemized statement is submitted unless the attorney's fees submitted are deemed by the Airport Authority's Attorney to be excessive or not appropriate for the service rendered. In such instance, payment shall be made within thirty (30) days after the determination of reasonableness is agreed upon between the Airport Authority's Attorney and the employee's legal representative. The reasonableness of the attorney's fees shall be determined by a review of typical charges of attorneys of like experience and ability on like matters in the community.

Section 3. In the event that a final verdict or judgment establishes that the employee has committed an intentional tort or felonious act and the employee has no reasonable basis to believe that the act is within departmental guidelines and/or the scope of his employment, the employee shall be obligated to reimburse the Airport Authority for attorney's fees previously paid by the Airport Authority on the employee's behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

27<sup>th</sup> day of June 2017

Missoula County Airport Authority

BY [Signature]

Airport Director

Attest: [Signature]

Montana Public Employees Association

[Signature]

MPEA Executive Director

[Signature]

MPEA Representative

[Signature]

Member of Negotiating Team

[Signature]

Member of Negotiating Team

**Schedule A**  
**MPEA Public Safety Officers**  
**Agreement With MCAA**

July 1, 2017 – June 30, 2019

Current Positions	FY 2018	FY 2019	FY 2020
Officers	30.61	31.53	32.48
Training Officer	31.61	32.53	33.48

Progress steps	Percentage
Probationary	85.00%
1 <sup>st</sup> year	87.50%
2 <sup>nd</sup> year	90.00%
3 <sup>rd</sup> year	95.00%
4 <sup>th</sup> year	100.00%

Public Safety Longevity - .10 cents per year of Airport Service - Effective July 1, 2015

Shift Differential \$1.00 per hour will be paid for hours worked between 5:00 PM and 7:00 AM for employees NOT working a 24 hour shift.

Each Officer shall be allotted a Tool Allowance of \$500.00 per year. Employees may access the full amount available under this contract anytime after July 1, 2017. Officers will need to submit receipts for items purchased in order to get reimbursed for the purchase.