

MEMORANDUM OF UNDERSTANDING

Between

Missoula County (“Employer”)

Montana Federation of Public Employees, Library Unit (“Union”)

Whereas Missoula County (hereafter called Employer) and the Montana Federation of Public Employees Library Unit (hereafter called Union) entered into a collective bargaining agreement that runs from July 1, 2020, to June 30, 2023; and

Whereas the Employer and the Union agreed to a new Collective Bargaining Agreement dated January 2021 met throughout 2020 to discuss the terms and conditions of employment related to pay periods and personal leave;

Now, Therefore, be it resolved that the parties agree to the following:

1. The Employer and Union agree for the calendar year 2021 the Employer will have the right to move from bi-weekly to semi-monthly pay periods without the need for additional bargaining. If the employer elects this change, the pay dates shall be the 5th and 20th of each month. The employer will provide six (6) weeks’ notice before implementing this change.
2. The employer shall increase the personal leave benefit for full-time employees by one day for a total of 16 hours and prorate for part-time employees through June 30, 2023.

Date this 19th day of January, 2021

For the Employer:

DocuSigned by:

Christian E Lounsbury

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Christian Lounsbury, Chief Administrative Officer

For the Union:

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Desiree Funston

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Desiree Funston, MFPE Library Team Member

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Sarah Velk

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Sarah Velk, MFPE Library Team Member

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Jeff Howe

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Jeff Howe, Field Agent MFPE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTANA FEDERATION OF PUBLIC EMPLOYEES LIBRARY UNIT

AND

THE COUNTY OF MISSOULA

FROM

JULY 1, 2018

THROUGH

JUNE 30, 2020

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)
MISSOULA PUBLIC LIBRARY BARGAINING UNIT
AND THE COUNTY OF MISSOULA, MONTANA

ARTICLE 1
AGREEMENT

Section 1. This Agreement is made and entered into between THE COUNTY OF MISSOULA, MISSOULA, MONTANA, hereinafter referred to as the EMPLOYER, and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, hereinafter referred to as the FEDERATION.

Section 2. In consideration of the mutual covenants herein recited , which have been established through mutual collective bargaining procedures as provided for under Montana state statute, for the purpose of defining the wages, hours and other working conditions of the employees of the EMPLOYER who are represented by the FEDERATION, the parties to this Agreement hereby agree as follows:

ARTICLE 2
RECOGNITION

Section 1. The EMPLOYER recognizes the FEDERATION as the exclusive representative for all employees including professional and non-professional but excluding employees who regularly work less than twenty (20) hours per week, administrative staff, supervisory personnel, management officials, temporary and intermittent/on-call employees, work-study students, or any other employees who are excluded under state law.

Section 2. Changes to the bargaining unit membership shall be accomplished according to the procedures established under Montana state law, except that at the discretion of the Employer inclusion of positions may be accomplished by written stipulation of the Employer upon written request from the Federation.

ARTICLE 3
FEDERATION SECURITY

Section 1. Employees who are currently paying dues who are covered by the terms of this Agreement shall not be required to become members or stay members of the Federation but may, pay a representation fee to the Federation.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Federation by such

employee for dues or a representation fee. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate and representation fee will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 3. MFPE and Missoula County agree that designated representatives of MFPE and MFPE locals shall have access and time allotted to new employee orientation and onboarding when the newly hired employee is employed in MFPE represented positions.

1. MFPE and Missoula County Agree that employing County agencies shall hold no discussions with newly hired employees regarding dues, membership, membership rights of member of other matters specifically related to the business and rights of MFPE. It is further agreed that employing agencies of Missoula County shall direct all newly hired employee members of the collective bargaining unit to the designated MFPE representatives.

Section 4. The Employer shall update such list by providing written notice of all new hires to the Federation's Helena office within thirty (30) days of the effective date of employment. A list of active employees and their addresses shall also be sent to the Federation's Helena office upon written request by the Federation. It shall be the obligation of the employee to provide the Employer with current address information.

Section 5. The Federation will indemnify, defend and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 4 SHORT TERM EMPLOYMENT

Section 1. The Employer reserves the right to hire short term employees in accordance with county policy.

Section 2. Short term employees shall not be used to replace regular employees.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Management rights retained by the Employer shall include but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A., except

the management rights specifically relinquished pursuant to the provisions of this Collective Bargaining Agreement. The rights established pursuant to Section 39-31-303, M.C.A., are as follows:

Section 2. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 1. Eight (8) hours shall constitute a work day and forty (40) hours in a calendar week shall constitute a work week. For the purposes of group insurance benefits, regular employees who work at least thirty-two (32) hours shall be considered full-time employees, and regular employees who work less than thirty-two (32) hours per week shall be considered part-time employees.

Section 2. A. No overtime shall be worked without prior written authorization of the Library Director or designee. Exempt employees are not eligible to receive overtime pay. For non-exempt employees, overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay for all work in excess of: eight (8) hours in any one day; forty (40) hours in any one calendar week; or five (5) days in any work week. Paid leave including vacation, sick, personal, compensatory and holiday leave used shall be considered “hours worked” for the purpose of determining overtime pay.

B. In lieu of receiving pay for overtime work, the Employer and the employee may agree to the accrual of compensatory time. Compensatory time for non-exempt employees shall be earned at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. Exempt employees shall earn compensatory time at the rate of one (1) hour of compensatory time for each hour of overtime worked. Non-exempt employees may accrue a maximum of forty-five (45) hours of compensatory time. Once a non-exempt employee reaches the forty-five (45) hour limit the employee will be paid one and one-half (1½) times the employee’s regular hourly rate for any additional overtime hours worked.

Employees shall notify the Employer of their desire to take compensatory time instead of receiving overtime pay prior to the end of the payroll period in which the extra hours of work are performed. Use of compensatory time shall be scheduled with and approved by the employee’s supervisor.

C. Whenever bargaining unit employees of the Library are required by the Director of the Library as part of their regular job duties and responsibilities to attend out-of-town library meetings, all time spent in attendance at or travel to and from required out-of-town meetings shall be considered “hours worked” and compensated according to the terms of this Agreement.

Section 3. Employees shall be entitled to a total of two (2) fifteen (15) minute paid rest periods during each 8 hour workday. Employees working six (6) hours per day shall be entitled to a fifteen (15) minute paid rest period for each three (3) consecutive hours worked.

Section 4. Employees working an eight (8) hour shift shall receive a one (1) hour unpaid lunch period. The Employer and the employee may mutually agree to a one-half (½) hour unpaid lunch period or to eliminate the lunch period.

Section 5. If it is necessary that work be performed beyond the scheduled shift or on a regular day off, the person who normally performs such work shall be assigned. If more than one person normally performs such work, the employees' desires to work or not to work overtime will be considered in order of seniority. However, if none of the qualified persons volunteer for the overtime work, the Employer shall assign such work to the least senior employee.

Section 6. The Employer may schedule bargaining unit employees for a workweek which includes workdays in excess of eight (8) hours on some workdays during the workweek as long as the regular workweek does not exceed forty (40) hours of work or five (5) workdays. Any alternate schedule proposed must be agreed to by the Employer and the employees. Employees working an alternate schedule shall not be entitled to overtime pay or to accrue compensatory time for hours worked in excess of eight (8) hours in any given day.

Section 7. When using accrued leave, the employee's respective leave banks shall be charged by subtracting one (1) hour for each hour used.

Section 8. If either the Employer or the employee decides that an alternative work schedule is no longer desirable and that either party would prefer to return to a five (5) day eight (8) hour workweek, the party desiring the change shall give a minimum of two (2) workweeks' notice of the desired change to the other party. If the Employer determines that a return to a five (5) day eight (8) hour schedule within the following two (2) weeks would be disruptive to departmental scheduling, to other employees, or to Library operations, the Employer may take up to forty-five (45) calendar days to implement the return to a five (5) day eight (8) hour workweek.

Section 9. A. Employees who are scheduled to work on Sundays shall normally work five-hour shifts. Employees who work the five-hour shifts as set forth above shall report and be paid for eight hours of work on their bi-weekly timesheets to avoid any reduction in leave, retirement or any other benefits that accrue based on hours worked. Employees who work more than five hours on Sunday shall report the additional hours on an hour-for-hour basis.

- B. Employees who work on Sunday may be scheduled by the Library Director, by mutual agreement, for two (2) consecutive days off without pay during the week.
- C. Employees will be allowed to sign up for Sunday work on a volunteer basis. The Employer will select personnel for Sunday scheduling from the volunteer list by classification. If there are not enough volunteers within the necessary classifications, the assignments shall be made from among non-volunteer employees by inverse order of seniority within classifications.
- D. Employees who are called in to work on Sunday shall receive premium pay at 1.6 times their regular rate of pay for all hours actually worked on that day. This does not apply to employees who are regularly scheduled to work on Sunday, who are compensated according to Subsections A. and B. above.
- E. Hours of leave taken on a Sunday shall reflect a rate of 1 hour for 1.6 hours of leave taken to accurately reflect the five (5) hour work day.

Section 10. Employees who are assigned to book drop duty on holidays or other days when the library is closed shall receive premium pay at one and one-half (1½) times their regular hourly rate for all hours actually worked, but not less than three (3) hours. If more than one book drop assignment is made on a given holiday, each book drop assignment shall be subject to the three-hour minimum. The Employer retains the discretion to determine the number of required book drops on any given holiday. By mutual agreement between the Employer and the employee, an employee may accrue paid leave at one and one half (1½) hours per hour worked for a minimum of three (3) hours in lieu of the premium pay set forth in this Section.

Section 11. Emergency library closures shall be handled in accordance with Missoula County policy, except that the Library Board, rather than the Board of County Commissioners, shall direct such emergency closures at the library facility.

Section 12. In the event of an emergency closure under section 11 of this article, employees who are scheduled to work during the closure may be approved by the Department Head for up to 8 hours of paid administrative leave. In no event will use of administrative leave cause an employee to be paid for more than their regularly scheduled hours during the period of emergency closure.

ARTICLE 7 HOLIDAYS

Section 1. Employees shall be granted the following legal holidays as set forth in 1-1-216, M.C.A. and any additional holidays authorized by the Missoula Public Library Board of Trustees.

1. New Year's Day, January 1
2. Martin Luther King Jr. Day, the third Monday in January
3. Presidents' Day, the 3rd Monday in February
4. Memorial Day, the last Monday in May
5. Independence Day, July 4
6. Labor Day, the 1st Monday in September
7. Columbus Day, the 2nd Monday in October
8. Veteran's Day, November 11
9. Thanksgiving Day, the 4th Thursday in November
10. Christmas Day, December 25
11. Statewide General Election Days of even numbered years

Section 2. Full-time employees who are covered by this agreement, that is those who regularly work 40 hours each work week, shall receive a holiday benefit for each legal holiday listed in section 1 of this Article that is equal to the number of hours they are regularly scheduled to work on each work day. Example: Employees regularly working 10 hour shifts shall receive 10 hours of holiday benefit; and employees regularly working 8 hour shifts shall receive 8 hours of holiday benefit. To be eligible for holiday benefit, a full-time employee must be in a pay status on the last scheduled working day before or the first scheduled working day after a holiday.

Section 3. All part-time employees who are covered by this agreement, that is those who regularly work less than 40 hours each work week including part time employees working irregular or "on call" schedules, shall receive a holiday benefit on a prorated basis in accordance with MCA 2-18-603. Pro-ration will be in accordance with County policy and is based on the average number of hours paid for two full pay periods preceding the holiday.

The pro-ration formula for part-time employees may result in the employee's total hours for the pay period being more or less than normal. When the calculation results in additional hours, the supervisor may require the employee to take off an equivalent amount of time without pay in the workweek to maintain a consistent paycheck. When the calculation results in fewer hours, the supervisor may assign additional hours in the workweek or allow the employee to use accrued annual leave or compensatory time to maintain a consistent paycheck.

Section 4. If a legal holiday falls on the first day of weekend closure, then the preceding day shall be considered to be the holiday. If the legal holiday falls on the second day of the weekend closure, then the following day shall be considered to be the holiday.

Section 5. Employees authorized to work any of the above listed holidays shall receive holiday pay if eligible. All time worked on any holiday shall be compensated at one and a half (1 ½) times the employee’s current straight-time hourly rate of pay. In addition to the above listed holidays, any day or days added by the State Legislature for public employees will be granted; and any day or days repealed by the State Legislature shall cease to be granted.

ARTICLE 8
VACATION LEAVE

Section 1. Employees will earn vacation leave credits from their first day of employment based on years of employment in accordance with state law. Regular employees scheduled to work less than forty (40) hours per week will earn credits on a prorated basis.

<u>YEARS OF EMPLOYMENT</u>	<u>WORKING DAYS CREDIT</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Section 2. For calculating vacation leave credits 2,080 hours equals one (1) year. Proportionate credits will accumulate each pay period.

Section 3. Employees will be entitled to use vacation leave with pay after they have been continuously employed for a period of six (6) calendar months. Upon termination of employment with the County, employees who have completed six (6) months of continuous employment will be paid for any unused vacation credits. In accordance with state law, vacation leave credits 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.

Section 4. Annual vacation calendars shall be posted in the Library the first working day of December of each year, for the forthcoming twelve months (includes January of the following year). Employees will be given thirty (30) days in which to record their vacation requests for the year in a format established and required by the Employer. Requests shall be granted on the basis of seniority provided the operations of the department are not adversely affected, as determined by the Library Director or Assistant Library Director. Vacation requests made after January will be granted on first come, first granted basis provided the operation of the department is not adversely affected. Request for more than one consecutive shift must be submitted at least 2 calendar weeks in advance of the requested leave date. Any conflict will be resolved on the basis of seniority. The Employer reserves the right to determine minimum staffing levels by department, prior to considering vacation requests.

1. The vacation calendar in section 4 above shall include the dates of library conferences. The dates of library conferences shall not be treated as blackout dates for the purpose of

approving vacation leave as part of the approval process called out in section 4 of this article.

ARTICLE 9 SICK LEAVE

Section 1. As provided by state law, each employee shall earn sick leave credits from their first day of employment at a rate of one (1) working day per month. For calculating credits, 2,080 hours will equal one (1) year. Proportionate credits shall be accumulated each pay period. There shall be no limit as to the number of credits accumulated. Employees shall be entitled to use paid sick leave after being employed ninety (90) continuous days. Sick leave credits may be used as follows:

1. employee illness or injury;
2. illness, injury or death in the employee's immediate family requiring his/her personal attention;
3. quarantine for contagious disease control, provided certification is obtained from the attending physician;
4. doctor or dental appointments for treatment of employee's illness, injury or for preventive care;
5. to attend or make arrangements for a funeral of a member of the immediate family.

Section 2. Immediate family shall mean spouse or domestic partner, parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee, son-in-law, or daughter-in-law;

Section 3. Regular employees scheduled to work less than forty (40) hours per week will earn credits on a pro-rated basis.

Section 4. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-fourth ($\frac{1}{4}$) the pay attributed to their accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971.

Section 5. Abuse of sick leave occurs when an employee uses sick leave for unauthorized purposes, or when sick leave is frequent, habitual, excessive, suggests a pattern of usage, or if the supervisor has reason to believe the employee may be misrepresenting reasons for using sick leave. Abuse of sick leave shall be cause for dismissal and forfeiture of payment for any accumulated sick leave. The Employer reserves the right to require medical statements and/or contact the employee's physician if abuse is suspected. Requests for *written medical statement* will be made by the supervisor with the approval of the Department of Human Resources.

Section 6. If allowed by state law, sick leave benefits may be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned, except for such disability benefits.

ARTICLE 10
NON-DISCRIMINATION

Section 1. The Employer agrees that it will not discriminate against any employee covered by this Collective Bargaining Agreement because of membership in, or legitimate activity required by this Agreement on behalf of, the Federation.

Section 2. The Federation recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion.

Section 3. The Employer is committed to providing a work environment in which all people are treated with respect and dignity. It is the policy of the Employer to protect the rights of employees to work in an environment free of all forms of illegal discrimination and harassment based on race, color, national origin, gender, religion, age, marital status, sexual orientation, gender identity or expression, political belief, physical or mental disability. The provisions of this policy apply in all Employer work places and at all Employer-sponsored activities. The Employer will respond to allegations of illegal discrimination by conducting a good faith investigation and responding to the complainant. The parties understand and agree that enforcement of non-discrimination provisions is the jurisdiction and responsibility of the State of Montana's Human Rights Commission or the U.S. Equal Employment Opportunity Commission (EEOC).

Section 4. The Employer and the Federation recognize that the Employer may take any necessary action to comply with the Americans with Disabilities Act of 1990 or the Civil Rights Act of 1964.

ARTICLE 11
MILITARY LEAVE

An employee who is a member of the 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 at least six months, shall be given leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service. This leave will not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year but may not exceed a total of 240 hours in any calendar year. Reinstatement privileges of employees who have been inducted into military service as provided for under State law will be followed.

ARTICLE 12
MATERNITY AND PAID PARENTAL LEAVE

Section 1. The Employer will provide paid parental leave for six weeks commencing with the birth of a child or placement of a child for adoption, in accordance with county policy. Paid parental leave will run concurrently with Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit.

Section 2. It shall be unlawful for the Employer to:

1. terminate a woman's employment because of her pregnancy;
2. refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. require that an employee take a mandatory maternity leave for an unreasonable length of time.

ARTICLE 13
PERSONAL LEAVE

Section 1. Bargaining unit employees are eligible for personal leave under the guidelines set forth below:

- A. Personal Leave eligibility shall be defined as full-time and part-time bargaining unit employees who are scheduled work at least one thousand forty (1040) hours annually.
- B. Personal leave is paid leave that may be used by an eligible employee for any purpose, in any time increments, up to the eligible employee's earned personal leave balance. An employee must request to use personal leave, and such requests are subject to approval by the employee's supervisor.
- C. At the beginning of each fiscal year, the Employer will credit eligible employees so that their total personal leave balance equals eight (8) hours and eligible part-time employees will be credited personal leave on a pro-rated basis. If an employee has unused personal leave hours from a previous fiscal year, personal leave hours will be added to existing hours so that the total number of personal leave hours equals the amount for which the employees are eligible.

Section 2. During employment, there shall be no cash reimbursement for unused personal leave pay. Employees whose employment is terminated shall be paid for any unused personal leave pay hours.

ARTICLE 14
FAMILY LEAVE

Section 1. Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time or other appropriate paid leave or leave without pay for necessary absences for purposes such as adoption, paternity leave, infant or child care, elder care, or care of other members of the employee's immediate family as defined in Article 9.

Section 2. The Employer and the Federation recognize that in accordance with the Family and Medical Leave Act of 1993, the Employer will provide family and medical leaves of absence.

ARTICLE 15
JURY DUTY-SERVICE AS WITNESS

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 accounting office. Juror fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge the juror time off against annual leave, the employee shall not be required to remit the juror fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowance paid by the court.

Section 2. Employees on jury duty shall not lose any leave credits or other benefits as a result of serving as a juror. Employees shall continue to work at their regularly assigned duties whenever possible even while serving on jury duty. If an employee is called for jury and excused before the end of the working day, the employee will report for work to complete the day.

Section 3. 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 accounting office. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge the witness time against annual leave, the employee shall not be required to remit to the Employer any expense or mileage allowance paid by the court.

Section 4. The Employer may request the court to excuse their employees from jury duty if they are needed for the proper operation of the worksite.

ARTICLE 16
PROMOTIONS-VACANCIES

Section 1. As vacancies occur within the positions of the bargaining unit, the Employer agrees to post notices of the openings throughout the worksites for five (5) working days so that existing

employees covered by the bargaining unit shall have an opportunity to apply. Management may consider applicants outside the bargaining unit only after posting has been done within the unit and such posting results in less than two qualified applicants who are bargaining unit members. Nothing in this section will prohibit the Employer from posting the opening both within and outside the bargaining unit at the same time. Selection will be made among those meeting the qualifications, as determined by the Employer. In those cases where two or more applicants are considered equally qualified, selection will be based on seniority.

Section 2. Nothing in this Article will restrict the Employer from publicly advertising jobs during the internal posting period as long as existing employees are given preference as outlined in Section 1 of this article.

Section 3. Employees who are promoted to positions covered by the bargaining unit shall be placed at the step within the appropriate grade which is closest to a ten (10) percent increase of the employee's current salary. Employees shall not be allowed to exceed the maximum amount of the new grade.

Section 4. Employees who are demoted to positions covered by the bargaining unit shall be placed at the step within the appropriate grade which corresponds to the step in the higher grade the employee had attained before the demotion.

Section 5. An employee, who is required to temporarily assume a position above the classification level which he/she normally holds shall be paid at the higher classification level in accordance with Section 3 of this Article during the temporary appointment, provided the employee fills the position in excess of eighty (80) consecutive working hours.

ARTICLE 17 SEVERANCE NOTICE

The Employer agrees that all employees who have attained non-probationary status shall be given at least thirty (30) days prior notice of lay-off or discharge, except for discharge for justifiable cause.

ARTICLE 18 LAYOFFS AND RECALL

Section 1. Layoffs caused by shortage of work or funds, or change in the organization, shall be in order of seniority of employees qualified to perform the duties as realigned to adjust the layoffs. Any employee subject to layoff shall be provided a written notice from the Employer of no less than ten (10) working days.

Section 2. Recall shall likewise be in order of seniority and from among those persons qualified to perform the work scheduled. Employer recall of laid-off employees shall be by registered mail notice to the Federation and to the employee(s) being recalled at the employee's last known address that has been

given to the Employer. The employee shall have the responsibility to keep the Employer informed of address changes. Employee's response to the Employer's recall letter must be received by the Employer within seven (7) calendar days of receipt of notice of recall from layoff by either the Federation or the employee. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire eighteen (18) months after the employee's lay-off date. If the registered mail is undeliverable at the last known address, the employee shall be deemed to have voluntarily waived any right to recall which he/she may have had, unless either the Federation or the employee notifies the Employer within seven (7) calendar days of the receipt of the letter by the Federation that the employee does in fact intend to return to work.

Section 2. Subcontracting: In the event that it becomes necessary for the Employer to terminate an employee because of subcontracting work, the Employer agrees to give prior consideration for job openings to such employee or employees for positions for which they are qualified.

Section 3. If a person is laid off, he/she does not have to take out his/her P.E.R.S. or accumulated sick leave or accumulated vacation unless the layoff is for more than eighteen (18) months.

Section 4. An employee who has been laid off shall retain all seniority and leave benefits accrued and not cashed out at the time of the layoff. Leave benefits and seniority shall not accrue during the time an employee is on layoff status. All seniority shall be revoked if the employee has not been recalled by the end of the twenty-four (24) month period. Employees on lay-off status shall be eligible to retain County insurance in accordance with guidelines established by the Plan Administrator provided that 100% of the premium amount is paid by the employee.

ARTICLE 19 DISCIPLINE & DISCHARGE

Section 1. A non-probationary employee shall not be disciplined or discharged without just cause. In the case of discharge, the Employer shall give the employee, in writing, the nature of the complaint. Just cause shall be defined using generally accepted principles of arbitration (i.e., notice, reasonable rule, proof, penalty). Disciplinary actions shall be in accordance with Missoula County Policy.

Section 2. Any written warnings shall be removed from the employee's personnel file twelve (12) months from the date of issuance unless: (A) the documents may be used to support subsequent disciplinary action arising from more recent employee actions or behaviors; or (B) the documents are applicable to pending legal or quasi-judicial proceedings. Requests for the removal of such documents must be submitted in writing to the Director of Human Resources.

Section 3. The Employer shall not require any employee or applicant covered by this Collective Bargaining Agreement to be the subject of a polygraph (lie detector) test.

ARTICLE 20
CALL BACK PAY

Employees called back to work on their regularly scheduled day off shall receive a minimum of four (4) hours pay at the appropriate rate.

ARTICLE 21
HEALTH INSURANCE

Section 1. The Employer will make group health insurance available to employees covered by this Collective Bargaining Agreement under the terms of the group health insurance plan generally applicable to County employees.

Section 2. A full-time employee, as defined in Article 6 of this Collective Bargaining Agreement, will contribute the amounts in effect for the majority of other County employees. In no case will the Employer's contribution exceed the total cost of group insurance.

ARTICLE 22
DENTAL INSURANCE

Section 1. The Employer will make group dental insurance available to employees covered by this Collective Bargaining Agreement under the terms of the group dental insurance generally applicable to County Employees.

Section 2. The Employer will contribute the total single rate of dental insurance and make available dependent or family coverage for purchase by the employee.

ARTICLE 23
LIFE INSURANCE

Section 1. The Employer will provide term life insurance to eligible employees under the terms of group life insurance generally applicable to County employees.

Section 2. An eligible employee may purchase supplemental group term life insurance as made available by the Employer at applicable group rates.

ARTICLE 24
OPTICAL INSURANCE

The Employer will make optical coverage available under the terms of the group optical insurance generally applicable to county employees and dependents.

ARTICLE 25
UNEMPLOYMENT INSURANCE

The Employer agrees that all employees covered under this Collective Bargaining Agreement shall be covered by Unemployment Insurance as provided by state law.

ARTICLE 26
FLEXIBLE BENEFITS

The Employer will make the flexible benefits plan available to employees covered by this Collective Bargaining Agreement under the terms of the flexible benefits plan generally applicable to county employees.

ARTICLE 27
RETIREMENT

As provided by state law, the Employer agrees to continue the Public Employees Retirement System.

ARTICLE 28
NO STRIKE / NO LOCKOUT

Section 1. The Federation agrees that there shall be no slowdowns, work stoppages, or strikes by the employees covered by this Collective Bargaining Agreement during the term of this Agreement. In the event of any unauthorized or illegal slowdowns, work stoppages, or strikes by the employees covered by this Collective Bargaining Agreement, the Federation agrees that it will join the Employer in requiring its members to return to work immediately.

The Employer agrees that it will not lock out any employee during the term of this Collective Bargaining Agreement as a result of a labor dispute with the Federation provided that the employees covered by the Agreement do not engage in any unauthorized or illegal slowdowns, work stoppages, or strikes.

Section 2. Refusal of any employee to go through a picket line shall not constitute a violation of this Collective Bargaining Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 29
EDUCATION LEAVE

Section 1. Time off with pay may be granted to any employee covered under this agreement to attend job-related courses at a public post-secondary education institution including online courses from approved institutions for up to six (6) credit hours per academic year upon the Employer's

approval. Employees must obtain approval to attend courses during work hours by the supervisor **PRIOR TO ENROLLING IN COURSES**, to ensure scheduling adjustments can be approved. Failure to receive prior authorization may result in leave not being approved. Employees who enroll in classes which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during their scheduled working hours. Time off may be approved only for class times that take place during working hours where the employee's presence is physically or virtually required to be in the classroom. Time off shall not be granted for study time. The hiring of additional employees to fill in for those taking time off to attend classes will not be permitted. All outside class work must be done on the employee's own time.

The Employer, upon receiving evidence of satisfactory completion of approved courses, will reimburse employees for the cost of books and tuition up to a maximum of six hundred dollars (\$600.00) per fiscal year. Employees are eligible for reimbursement whether or not the course is during work hours. Reimbursement is subject to budget limitations and the Board of County Commissioners reserves the right to limit the number of enrollees that may be allowed during any fiscal year. Employees must obtain approval for reimbursement by the supervisor and Human Resources **PRIOR TO ENROLLING IN COURSES**, to ensure funding is available for reimbursement. Failure to receive prior authorization may result in reimbursement not being approved.

Section 2. If approved, the Employer will pay and arrange for employees to attend seminars or training sessions.

Section 3. Subject to available funding, the Employer will pay for employee membership in the Montana Library Association.

ARTICLE 30 PROBATION AND SENIORITY

Section 1. Seniority shall prevail from the original date of inclusion in the bargaining unit; however, all employees shall be required to serve a six (6) month probationary period during which the employee may be terminated at any time at the discretion of the Employer and without the necessity of showing cause. With mutual agreement between the Federation and the Employer, the probationary period may be extended by an additional ninety (90) days. Seniority shall be calculated by the date of inclusion in the bargaining unit.

Section 2. During the six month probationary period, the probationary employee shall be evaluated at three (3) months and at the completion of the probationary period.

ARTICLE 31 FEDERATION REPRESENTATION & NEGOTIATION COMMITTEE

Section 1. In order to insure adequate employee representation of the Federation Negotiating Committee without adversely affecting the operation of the Employer, no more than two (2) on-duty employees will be selected at any one time. Such employee representatives shall not suffer any loss of pay.

Section 2. During the course of collective bargaining, on-duty library staff shall be allowed a maximum of two (2) hours of work time during hours when the Employer is not open for business 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 be paid for attendance at such meetings, up to a maximum of two (2) hours, provided they flex the time within the same work week to avoid overtime liability for the Employer.

Section 3. The duly designated Federation representative shall have the right to visit employees in their work areas provided they notify management upon their arrival and the visitation does not interfere with the performance of the employee's current work. The duly designated Federation representative shall have the right to examine at the Human Resources Office payroll records, personnel files, and pertinent data relative to the employment of current bargaining unit employees when needed. It is understood the Federation shall attempt to secure a prior appointment with the Employer to review any aforementioned matter.

ARTICLE 32 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any controversy between the parties as to:

1. Any matter involving the interpretation of this Agreement.
2. Any matter involving an alleged violation of any provision of this Agreement.

Section 2. Every effort will be made to resolve a grievance on an informal basis prior to initiation of the formal procedures set forth below and for employees to review grievances with the bargaining unit representative prior to formal filing.

Section 3. After consideration of the above expressed intent, the following procedure shall be used to insure that grievances are resolved as quickly as possible:

Step1. The grievance shall be presented in writing to the employee's immediate supervisor. The grievance shall set forth the nature of the grievance, the circumstances surrounding the matter, and shall specifically address the remedy requested. The grievance shall be submitted within ten (10) calendar days of the occurrence of the grievance. The immediate supervisor shall respond in writing to the employee within ten (10) working days of receipt of the grievance.

Step 2. If the grievance is not resolved at step 1, the grievance may be presented in writing to the Department Head within ten (10) calendar days of the receipt of the Step 1 response. The Department Head shall respond in writing to the employee within ten (10) calendar days of the grievance.

Step 3. If the grievance is not resolved at step 2, the grievance may be presented in writing to the Board of County Commissioners within ten (10) working days of the receipt of the step 2 response. The Board of County Commissioners shall attempt to resolve the grievance, and shall respond in writing to the employee within thirty (30) calendar days.

Step 4. If the grievance is not resolved at step 3, the grievance may be submitted to arbitration by the Federation within ten (10) calendar days of the receipt of the step 3 response, in accordance with the following Rules of Arbitration.

Any grievance not filed or advanced according to the above time frames shall be deemed withdrawn.

Either party may propose at any time during the above grievance procedure that a mediator be utilized to attempt to resolve a grievance. Should both parties mutually agree to retain the services of a grievance mediator, they shall contact the mediator in writing within five (5) working days of the date of such agreement. The parties agree to equally split any costs involved in retaining a grievance mediator. An agreement to retain a mediator shall not affect the time frames set forth in the "Rules of Arbitration" set forth below.

RULES OF ARBITRATION

- A. Within ten (10) working days of receipt of the Federation's written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator who shall be agreeable to the Employer and the Federation. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of five (5) potential arbitrators from the Federal Mediation and Conciliation Service.
- B. Within five (5) working days of the date of receipt of the list of arbitrators each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. A drawing of lots shall be used to decide which party strikes a name first.
- C. The party requesting arbitration shall notify the arbitrator and the Federal Mediation and Conciliation Service of the selection within three (3) working days from the date of selection.
- D. The arbitrator shall conduct a hearing and render a decision within thirty (30) days of the date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement.

E. Each party shall share equally the cost of the arbitrator. Each party shall be responsible for the cost of its own representatives and witnesses.

F. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all related costs.

ARTICLE 33
LABOR-MANAGEMENT COMMITTEE

Section 1. In order to facilitate communication and resolve issues of mutual interest, it is agreed that bargaining unit members will be allowed to serve on a Labor-Management Committee to confer on day-to-day work related problems. Labor and Management shall each be charged with establishing the composition of their respective Committees of up to four (4) members. Meetings will be held upon the request of either the Employer or the Bargaining Unit, within 30 days of a request that meets the requirements of Section 2, at a date and time as mutually agreed to between the parties. Requests for meeting by the bargaining unit committee shall be made to the Director of the Library.

Section 2. The request for a meeting must contain an agenda of the items to be discussed, and must be delivered to the other party at least seven (7) calendar days prior to the proposed meeting date. The agenda must specify the items that are to be discussed. Proposed agenda items must be mutually agreeable to both parties before the final agenda is distributed to staff. It is understood that this Committee does not discuss items that are currently subject to the grievance procedure or items which properly belong in the collective bargaining process. It is further understood that the purpose of such Committee is to meet and confer and to act only in an advisory role.

ARTICLE 34
SALARIES AND WAGES

Section 1. No employee, by signing this Collective Bargaining Agreement, shall suffer a reduction in wages.

Section 2. The salary and compensation schedule for positions covered by this Collective Bargaining Agreement is attached hereto as Exhibit "A" and shall be considered a part of this Agreement.

Section 3. New employees appointed to positions covered by this Collective Bargaining Agreement shall be compensated at the appropriate base rate. Employees, who have successfully completed their probationary period, as evidenced by their performance evaluation, shall be advanced to step 1 on the compensation schedule on the first day of the pay period during which their probation ends.

Section 4. Employees who achieve Montana State Library Certification, or who achieve another mutually agreeable certification, shall receive an additional \$.50 per hour. Certification other than the State Library certification must be issued by a nationally certifying institution or state or federal agency. Approval of such certification is at the discretion of the Employer. Employees shall be responsible for maintaining such certification as a condition of the above payment, and providing documentation to the Employer. This Section does not apply to certification that is required as a condition of employment. Payment for approved certification will be effective the pay period after the employee provides the certificate to the Library Director.

ARTICLE 35
LONGEVITY

Section 1. Longevity pay, in addition to the wage amounts listed in addendum “A”, shall be according to the following schedule:

<u>Years of Service</u>	<u>Amount of Increase</u>
After 3 continuous years of service	\$.20
After 5 continuous years of service	\$.30 per hour
After 7 continuous years of service	\$.40 per hour
After 9 continuous years of service	\$.50 per hour
After 11 continuous years of service	\$.60 per hour
After 13 continuous years of service	\$.65 per hour
After 15 continuous years of service	\$.75 per hour
After 17 continuous years of service	\$.85 per hour
After 19 continuous years of service	\$.95 per hour
After 21 continuous years of service	\$1.05 per hour
After 23 continuous years of service	\$1.15 per hour
After 25 continuous years of service	\$1.25 per hour

Section 2. Longevity compensation for all eligible employees shall become effective in the pay period in which the eligibility date falls.

Section 3. The eligibility date for purposes of Article 35 Longevity of this Agreement shall be the employee’s date of hire with Missoula County.

ARTICLE 36
ENTIRE COLLECTIVE BARGAINING AGREEMENT

It is mutually agreed this Collective Bargaining Agreement sets forth the entire agreement between the parties 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 Collective Bargaining Agreement, no further collective bargaining shall be had upon any provision of this Agreement nor upon any proposal which was offered and discussed but was not made a part of this Agreement. Nor shall there be any verbal or written agreement between the Employer and the employees and the Employer and Federation in violation of this Collective Bargaining Agreement.

ARTICLE 37
SEVERABILITY

If any article, paragraph, subdivision, phrase, or other portion of this Collective Bargaining Agreement is determined or declared to be contrary to or in violation of any federal or Montana law, the remainder shall not be affected or invalidated. However, it is agreed that any article so declared shall be renegotiated within thirty (30) days.

ARTICLE 38
TERM OF COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement shall become effective and be in full force and effect from July 1, 2018, through June 30, 2020, except that wages only shall be subject to negotiation, effective July 1, 2019, if either party to this Agreement serves written notice of proposed changes upon the other party on or before April 30, 2019. This Collective Bargaining Agreement shall remain in effect from year to year after June 30, 2020, unless one of the parties serves written notice of termination or proposed changes upon the other party on or before May 1 of the year of expiration of this Agreement.


SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 5th DAY OF APRIL, 2019.

FOR THE EMPLOYER:

DocuSigned by:

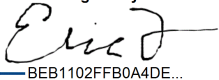
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Nicole "Cola" Rowley, Commissioner


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David Strohmaier, Commissioner

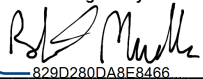
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Josh Slotnick, Commissioner

FOR THE FEDERATION:

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Eric Feaver, President MFPE

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Pam Carlton, MFPE Library Team Member

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Robert Mueller, MFPE Library Team Member

ADDENDUM A - PAY MATRIX

ADDENDUM A - PAY MATRIX effective 7/1/2019																								
FY19 Pay Matrix - increase longevity scale - Employees Move 1 step - no change to base wage																								
Job Titles	Grade	Step																						
		P	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	Library Assistant	11.64	11.99	12.23	12.48	12.73	12.98	13.24	13.51	13.78	14.05	14.33	14.62	14.91	15.21	15.51	15.82	16.14	16.46	16.79	17.13	17.47	17.82	18.18
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
2	Library Specialist	12.23	12.60	12.85	13.10	13.37	13.63	13.91	14.18	14.47	14.76	15.05	15.35	15.66	15.97	16.29	16.62	16.95	17.29	17.64	17.99	18.35	18.72	19.09
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
NEW 3	NO ASSIGNED POSITIONS	13.09	13.48	13.75	14.03	14.31	14.59	14.89	15.18	15.49	15.80	16.11	16.43	16.76	17.10	17.44	17.79	18.14	18.51	18.88	19.26	19.64	20.03	20.43
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
NEW 4 former grade 3	Administrative Asst Building Maintenance Assistant Inter Library Loan Technician Library Tech Youth Services Associate	14.01	14.43	14.72	15.02	15.32	15.62	15.93	16.25	16.58	16.91	17.25	17.59	17.94	18.30	18.67	19.04	19.42	19.81	20.21	20.61	21.02	21.45	21.87
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
NEW 5 former grade 4	Building Maintenance Attendant Computer Network Technician Senior Circulation Associate Senior Reference Associate Market Space Associate	14.49	14.93	15.23	15.53	15.84	16.16	16.48	16.81	17.15	17.49	17.84	18.20	18.56	18.93	19.31	19.70	20.09	20.49	20.90	21.32	21.75	22.18	22.63
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
grade 6-7 reserved												grade 6-7 reserved												
8	Public Relations Specialist Asst Network Administrator	17.44	17.96	18.32	18.68	19.06	19.44	19.83	20.22	20.63	21.04	21.46	21.89	22.33	22.78	23.23	23.70	24.17	24.65	25.15	25.65	26.16	26.69	27.22
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
9	Reference Librarian Reference/Technical Librarian Senior Reference Associate Technical Services Librarian Youth Services-Children's Librarian Youth Services-P.R. Librarian Youth Services-Y-Adult Librarian	19.48	20.06	20.46	20.87	21.29	21.71	22.15	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22	29.81	30.40
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
10	Network Administrator	19.91	20.50	20.91	21.33	21.76	22.19	22.64	23.09	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.15	28.71	29.28	29.87	30.47	31.08
			3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%