

COLLECTIVE BARGAINING AGREEMENT AND WAGE SCHEDULE

BETWEEN

THE CITY OF MISSOULA

AND

MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)

REPRESENTING MAINTENANCE TECHNICIANS

IN THE PARKS AND RECREATION DEPARTMENT

THE GRIEVANCE PROCEDURE ESTABLISHED IN THIS AGREEMENT  
CONTAINS AN ARBITRATION PROVISION

July 1, 2019 – June 30, 2023

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## PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and the Montana Federation of Public Employees (hereinafter referred to as the Union). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to salaries, wages, hours and other conditions of employment.

## ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative pursuant to this agreement for the full time maintenance technicians within the City Parks and Recreation Department, but excluding any and all other Parks and Recreation Department employees included within this exclusion are: the Director, any supervisors, any professional employees, any recreation specialists, any park development specialists, any part-time or seasonal employees, any clerical and office employees, and all other Parks and Recreation Department personnel by whatever employee classification they may be known by.

## ARTICLE 2 - MANAGEMENT RIGHTS

Any management rights not specifically relinquished herein pursuant to the provisions of this agreement shall be retained by the Employer, and it is hereby recognized that the Employer has the authority to exercise and assert any and all management rights not expressly relinquished herein.

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. The rights established pursuant to Section 39-31-303, M.C.A. are as follows:

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 is 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 3 - UNION SECURITY

1. Employees covered under the terms of this AGREEMENT are not required to join the UNION. The City of Missoula, including its directors, managers and supervisors, shall remain neutral on the issue of whether any Employee should join the UNION or otherwise participate in UNION activities.

2. Upon a written authorization by an individual Employee, the Employer shall deduct from the pay of such Employee the amount of dues, fees, and assessments as certified by the UNION, and remit such amount to the UNION. The Employer shall honor the terms and conditions of each Employee's written payroll deduction authorization(s). If the UNION makes a material modification to its current payroll deduction authorization card, the UNION agrees to provide the Employer with the new card at least 30 days prior to its use. Upon request, the Union shall meet with the Employer, no less than 14 days prior to the use of the new card, to discuss any objections to the payroll deduction authorization card that the Employer may have.

3. The UNION shall transmit to the Employer in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s) who have, since the previous payroll cutoff date, provided the UNION with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

4. Any Employee may revoke a written authorization for payroll deductions by written notice to the UNION in accordance with the terms and conditions of the written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after the Employer receives written confirmation from the UNION that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. The Employer will refer all Employee inquiries regarding the UNION's revocation process to the UNION. The Employer may answer any Employee inquiry about process or timing of payroll deductions.

5. The UNION shall indemnify, defend, and hold the Employer harmless against any claims made and any suit instituted against the Employer as a result of payroll deductions from Employees for UNION dues, fees, and assessments provided such deductions were made in accordance with the Employer's good-faith reliance on the terms of a written payroll deduction authorization and at the direction of the UNION. If requested by the UNION in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the UNION for defense and resolution.

## ARTICLE 4 - UNION RIGHTS

1. No employee member of the Union shall be discharged or discriminated against for upholding or asserting rights established pursuant to this Collective Bargaining Agreement.

2. Visits by Union representatives. The Employer agrees that staff representatives of the Union shall be permitted to come on the premises of the City Parks and Recreation Department Office for the purpose of investigating and discussing grievances if the Union representative first obtains a mutually agreeable time with the City of Missoula Parks and Recreation Department Director or their designated representative, so long as the visit by the Union representative does not, in any way, interfere with the efficient and normal operation of the City Parks and Recreation Department work and does not last any longer than one-half (1/2) hour on any individual work day.

3. Employee Union activities. The Employer agrees that one City employee Union steward may investigate and discuss grievances at the City of Missoula Parks and Recreation Department Office at a mutually agreeable time provided that the investigation and discussion does not, in any way, interfere with the efficient and normal operation of the City Parks and Recreation Department and does not last any longer than fifteen (15) minutes on any given individual workday.

4. Employee at bargaining table. The Employer agrees that two City employees who are full time maintenance technicians and members of the Union may have leave-with-pay during normally scheduled work hours only, to attend actual negotiating sessions with regard to collective bargaining agreements with the Employer, if the sessions occur during their regular work hours and so long as the presence of the employees at the bargaining table does not require the City to provide a substitute worker at the job site for the employees who are attending collective bargaining negotiation sessions.

5. Solicitation. The Union agrees that Union members shall not solicit membership in the Union or their activities during working hours of the Union members.

6. Employees shall have the right to inspect their personnel files with Employer's Human Resources Department employees and shall be provided a copy of any material in their personnel files upon request. The first time that a request is made for a copy of a particular item in the employee's personnel file, the copy shall be made at City expense, if any additional copies are ever made of that item, the employee shall pay the City the copying rate then in effect for those additional copies.

7. The Employer shall prepare and make available one (1) copy of this Agreement to the bargaining agent and one (1) copy to the Union employee shop stewards for use by the employees in the bargaining unit.

## ARTICLE 5 - HOURS OF WORK AND OVERTIME

1. A workweek shall comprise the time period Sunday through Saturday. Generally, the normal workweek shall begin on Monday and end on Friday unless advance notice to the contrary is given as outlined herein. The work schedule shall be comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Eight (8) hours of work including two (2) fifteen (15) minute break periods near the middle of each half shift whenever feasible shall constitute a normal day's work, unless a work schedule of four (4) ten (10) hour days is implemented during certain times of the year, in which case ten (10) hours shall constitute a normal day's work. When employees work a four (4) ten (10) shift, breaks shall be extended by five (5) minutes to a total of twenty (20) minutes for each break. If an employee, during any break period, is performing any work or participating in any work related discussions with non-union managers or supervisors, that time will not count as break time and the break will be extended accordingly. The workday shall be interrupted near the middle of the workday to allow for a lunch break without pay. Forty (40) hours of work during a workweek shall constitute a week's work. The employer shall provide (5) five working days notice and a written explanation to employees before a change in work schedules is implemented except in the event of an emergency or natural disaster.

2. Daily rest breaks of employees shall be taken at the work site where work is being performed whenever possible, and if an employee returns to the Parks and Recreation Department office building solely for a rest break, travel time to and from the work site shall be included as part of the time allocated for the rest break. Any travel time from and back to a work site that is made solely for the purpose of taking a rest

break shall be included as part of the time allocated for the rest break. Employees shall not go to their residences during a daily rest break.

3. Employees employed for a work week longer than forty (40) hours or for a time period during a specific workday that is in excess of a day's work as defined herein shall receive compensation for the overtime employment at the rate of one and one-half (1 1/2) times the hourly wage rate at which employed including longevity, but excluding all other special allowances, and fringe benefits. Overtime shall not be paid more than once for the same hours worked. The ninth and tenth hours in a workday scheduled in a work week of four (4) ten (10) hour days shall not be hours for which there is any requirement for or right to receive overtime compensation.

4. Employees called back to work on a regularly scheduled day off, as well as employees called back to work on the same date that they have previously completed a day's work shall be guaranteed a minimum of three (3) hours work and a minimum-three (3) hours pay, or for hours actually worked, if in excess of three (3). Employees called back to work must work three (3) hours if three (3) hours of work is available in order to receive three (3) hours pay for the call back; if there are less than three (3) hours work to perform, the employee may go home after the call back work is completely performed, including the completion of all paper work and reports, and still receive three (3) hours pay.

Employees called out to work on a scheduled holiday shall receive one and one half (1 ½) times the hourly rate of pay, for hours actually worked, in addition to the regular rate of pay for the scheduled holiday.

5. (a) Whenever it becomes necessary to holdover an employee(s) to work overtime, the employee(s) involved with the task shall have the first opportunity to stay on the job to complete the task, if the employee(s) is unable to remain at work, the employer shall assign employees according to ability, seniority, and whenever possible on a voluntary basis. Such overtime assignments shall be on a continuous rotating method among those employees at work who are qualified to perform the work, unless there is only one qualified employee at work, in which case that employee may be required to perform the overtime work.

This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. In the event there is a cutback in hours of work per day or per week, the cutback shall be handled in accordance with the layoff provisions of this Agreement.

(b) Overtime work for which employees are called back to work shall be distributed as equally as possible among employees in each classification, who are qualified to do the work, with the callback overtime work first being offered to those employees qualified to perform the work who are scheduled to work their regularly scheduled shift on the day of the call back. As it becomes necessary to call back employees, the Employer shall use the sign up list and policy as noted here:

**Call Out.** When demand requires, Managers shall contact employees for callback and callout. Employees are encouraged to sign up to fill overtime, call out, and call back needs to let Managers know they are available and interested.

Employees, who sign up for call out and call back, will be contacted first should a manager determine a need for an employee to address an issue. Employees contacted for callout, call back, overtime and shift extension, shall be called or held over on the basis of the following:

- Skill, knowledge, ability for the task
- Signed up voluntarily to be called out
- Seniority (reverse seniority if necessary)
- Per rotating list of employees (beginning with most (or least) senior)

**Standby On-call.** During winter months, a Standby calendar will be created in accordance with the above Call Out procedures. Employees in Standby will be compensated as noted below.

Mid November through Mid-March, typical snow/ice Standby will be 5am to 9am on weekends and holidays. Standby compensation shall be at the rate of ten dollars (\$10.00) for the four-hour period.

Mid-March through Mid-November, or for non-snow/ice event, Standby will be reimbursed at ten dollars (\$10.00) for the first four hours and one dollar and twenty-five cents (\$1.25) per hour thereafter, up to a maximum of twenty-five dollars (25.00) per day.

The Standby calendar provided by Management, shall be filled by the collective bargaining unit. Unfilled time slots, shall be filled as follows:

- Skill, knowledge, ability for the task
- Reverse seniority
- Per rotating list of employees (beginning with most (or least) senior)

The number of employees, dates, and hours for Standby status shall be determined by the Employer. Employees in Standby status shall carry a phone or other device for immediate contact and shall respond within a reasonable time (approximately thirty (30) minutes). Should an employee reside more than twenty (20) minutes from work, a Manager may need to go onto the next employee on the rotating list to assure appropriate response times based on the situation. An employee may be released from Standby status by the Employer without compensation with at least seventy-two (72) hours' notice before the scheduled Standby period begins.

Management retains the right to continue routine maintenance and services for 7 day per week operations, as well as the ability to post planned overtime for special projects.

6. This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. In the event there is a cutback in hours of work per day or per week, the cutback shall be handled in accordance with the layoff provisions of this Agreement.

7. An employee covered by this agreement may agree to accumulate compensatory time at the rate of one and one-half hours per hour of overtime worked that exceeds forty (40) hours within the work week in lieu of drawing overtime wages for overtime work, as long as the compensatory time is used within one hundred eighty (180) days from the date the compensatory time is earned. Notwithstanding the condition stated above, all compensatory time from the preceding calendar year must be used by March 31 of the next calendar year.



## ARTICLE 6 - LEGAL HOLIDAYS

1. The following are legal holidays in the State of Montana and are hereby recognized as legal holidays for the City Parks and Recreation Department employees represented pursuant to this Agreement.

Employees shall be granted a day off with pay for each of the following holidays as established pursuant to Montana state law in Section 1-1-216, M.C.A. as revised effective October 1, 1991:

- a. New Year's Day, January 1;
- b. Martin's Luther King Day, the third Monday in January;
- c. President's Day (Lincoln's and Washington's Birthdays), the third Monday in February;
- d. Memorial Day, the last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, the first Monday in September;
- g. Columbus Day, the second Monday in October;
- h. Veterans' Day, November 11;
- i. Thanksgiving Day, the fourth Thursday in November;
- j. Christmas Day, December 25;
- k. State general election day;
- l. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all city government employees by the Mayor of the City of Missoula.

2. Employees who are required to work on a legal holiday as part of their regular workweek schedule shall be compensated at their regular straight time hourly rate of pay and shall be eligible for a different day off with pay within a two-week period of the actual legal holiday.

3. An employee shall be eligible for holiday pay if the employee is on the active payroll of the City and if the employee is in a pay status on their last regularly scheduled working day immediately before the holiday or their first regularly scheduled working day immediately after the holiday, provided the day is not their very first employment date for that employment period with the City. Regular part-time employees shall be granted holidays on a prorated basis provided they normally work at least twenty (20) hours per workweek.

4. Holidays, including those allowed in lieu of the actual holidays occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

5. Employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight hourly rate of pay. This applies during four (4) day, ten (10) hour workweek schedules. In order for an employee to receive ten (10) hours of pay for a legal holiday day off during a four (4) day, ten (10) hour work schedule, two (2) hours shall be deducted from accumulated vacation time in addition to the eight (8) hours of legal holiday pay. However, at the employees option and request, in lieu of allocating the ninth and tenth hours of pay to accumulated vacation time, the employee may request that the ninth and tenth hours of a four-day, ten-hour work schedule work day that is on a legal holiday be processed as leave without pay time.

## ARTICLE 7 - VACATIONS

1. Pursuant to Montana State law, each regular full-time employee covered by this agreement shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credit, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Vacation leave credits earned shall be credited at the end of each month. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A. must be credited with 1 year of employment for each period of 2,080 hours of service following the date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he/she is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

2. An employee may maintain (warehouse) but not accrue annual vacation leave credits while in a leave without pay status.

3. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the City whether the employment is continuous or not. A working day equals eight (8) hours for the purpose of accumulating vacation leave credits.

<u>Years of Employment</u>	<u>Working Days Credit</u>	<u>Working Hours Credit</u>
1 day through 10 years	15	120
10 yrs through 15 yrs	18	144
15 yrs through 20 yrs	21	168
20 yrs on up	24	192

4. Scheduling of vacations shall take place as follows:

a. For high demand vacation periods, an annual calendar shall be posted on or before the first working day of July. Due to snow removal mandates, the high demand period is defined as November 15 to March 14. Employees will have thirty (30) days to record their vacation request. Vacation requests for the high demand period that are received following the thirty (30) day recording period will be handled on a "first come, first served" basis.

b. For vacation request outside of the high demand vacation periods, an employee may make application directly to the division manager on a "first come, first served" basis. Vacation requests may be made up to fifteen (15) months in advance of the requested vacation date.

c. The following Seniority shall apply to both "a" and "b" above: If more than one (1) employee requests a particular period of time for his/her vacation and if, in the opinion of the Employer, only one (1) employee can be released during this period of time the most senior employee shall be provided the time off. Such seniority rights on establishing a vacation date would be honored should there be a conflicting date; therefore an employee's choice of first vacation shall have precedent over

a more senior employee's second vacation selection and a second vacation selection priority over a senior employee's third vacation selection.

#### 5. Accumulation of vacation leave

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

b. An employee who terminates his/her employment for reason not reflecting discredit on the employee shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 2-18-661, M.C.A.

c. However, if an employee transfers to another department or agency of the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer, the receiving department or City agency assumes liability for vacation credits transferred with the employee.

6. Other. It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of this Article.

## ARTICLE 8 - SICK LEAVE

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

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

3. Pursuant to Montana State law, an employee who terminates employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at

the time he/she terminates his/her employment with the city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the City wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits they had accrued prior to July 1, 1971. However, where an employee transfers between departments or agencies within the City government they shall not be entitled to a lump-sum payment. In such a transfer, the receiving department or agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

4. Whenever the City Human Resources Office or the Director of the Parks and Recreation Department has reason to believe that an individual employee might be abusing sick leave, they may request the employee claiming or using sick leave to substantiate this claim or use in the same manner required by the City personnel policy for employees. In all other instances, the City retains the right to require the employee to substantiate their claim or use of sick leave any time the employee is sick more than three consecutive workdays, whether or not the City suspects an abuse of sick leave.

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

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

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

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

9. Any Parks and Recreation Department employee intending to make proper use of approved sick leave shall notify the Parks and Recreation Department Director or their designated representative as soon as possible either prior to the commencement of each day's work shift or immediately at the start of a scheduled work shift of the employee's need to make use of sick leave.

## ARTICLE 9 - OTHER LEAVES

1. Military Leave. Pursuant to Montana State law, any City Parks and Recreation Department employee who is a member of the organized militia of this state 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 (6) 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 cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave shall not be charged against the employee's annual vacation time.

2. Jury Duty. Pursuant to Montana State law, each City Parks and Recreation Department 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 City accounting office. Juror fees shall be applied against the amount due the employee from their employer. However, if an employee elects to charge their juror time off against their annual leave, they shall not be required to remit their juror's fees to their employer. In no instance is an employee required to remit to their employer any expense or mileage allowance paid them by the court.

3. Serving as a witness. Pursuant to Montana State law, a City Parks and Recreation Department employee subpoenaed 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 their employer. However, if an employee elects to charge their witness fees off against their annual leave, they shall not be required to remit their witness fees to their employer. In no instance is an employee required to remit to their employer any expense or mileage allowances paid them by the Court.

4. Leave of Absence Without Pay to Hold Public Office.

- a. In the event a City Parks and Recreation Department employee is elected or appointed to a public office in the City, County, or State, the City shall grant such employee a leave of absence without pay, not to exceed one hundred eighty (180) days per year, while they are performing public service. The employee must request in advance and in writing the aforementioned leave of absence without pay.
- b. Employees granted a leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified by a licensed physician.

5. Pregnancy and maternity leave. Accumulated sick leave credits may be used for pregnancy leave and related maternity time off. If an employee does not have sufficient sick leave credits accumulated for a reasonable pregnancy and maternity leave, the employee may request leave without pay. Pregnancy leave and related maternity leave time off shall be a reasonable amount of time depending on the extent and duration of the necessary leave of absence.

The amount of time taken off shall be based upon agreement between the employee and her department head, subject to proper medical certification. Employees using sick or vacation leave for pregnancy and related maternity time off that have signified on the request for disability leave from their intention to return to work at the end of the agreed to leave time, shall be reinstated to their original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, and other benefits, if and when the employee is physically able to return to work as certified by a licensed physician.

Pursuant to Montana Human Rights Law in Sections 49-2-310 and 49-2-331, M.C.A., it shall be unlawful for an employer or the employer's agent to:

- (1) terminate a woman's employment because of 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.

Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Employees using leave without pay for pregnancy and related maternity time off that have signified on the request for disability leave form their intention to return to work at the end of the agreed to leave time, shall be reinstated to their employment position which they held at the time their leave commenced or to an equivalent position at a rate of pay that is at least the amount they were earning at the time their leave commenced with any unused benefits that they had accumulated as of the date of the commencement of their leave and with the amount of seniority that they had accumulated as of the commencement of their leave. Prior to returning to work, the employee shall present certification from a licensed physician that she is physically able to return to work and perform her employment duties.

6. Leave without pay. Leave without pay shall be as agreed to and authorized by the City of Missoula Parks and Recreation Department Director and the Mayor or designee. During a leave without pay status in excess of two (2) continuous hours, no vacation or sick leave or service time for retirement will accrue. City payment of health and dental insurance premiums continue only for the remainder of the month in which the leave without pay status commences.

## ARTICLE 10 - SENIORITY

"Seniority", as defined by this agreement, means an employee's length of continuous service within the MFPE bargaining unit. Seniority shall be computed from the date the employee began continuous service as a member of the MFPE bargaining unit in the Parks and Recreation Department. Seniority of employees who leave a bargaining unit position due to a temporary or probationary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by the following provisions.

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

A "probationary promotion" is defined as a promotion to fill a non-bargaining unit supervisory position in a probationary status for up to six (6) continuous months. If the bargaining unit member accepting this probationary promotion returns to the bargaining unit at any time during or at the end of this six (6) continuous months time period, he/she shall be allowed to receive earned bargaining unit seniority credit for the time served as a non-bargaining unit probationary supervisor. In the event a probationary supervisor accepts assignment as a supervisor for more than six (6) continuous months, his/her bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the non-bargaining unit probationary supervisor. Additional instances where a bargaining unit member shall not earn bargaining unit seniority are as follows:

1. To be absent from the job due to layoffs will be considered lost time for the purpose of accruing seniority; however, previous service upon reemployment shall count toward seniority;
2. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the accrual of seniority; however, previous service upon reemployment is counted toward seniority;
3. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority;
4. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement;
5. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to eighteen (18) months or a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician, whichever is the shorter time period. Once medically released by a physician, the injured worker must notify the City within five (5) days of his/her ability to return to work and must express his/her intent to return to work at the next work shift. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.
6. Seniority only serves as a qualification for benefits as expressly provided for in this Article and for no other purpose.

## **ARTICLE 11 - LAYOFFS**

1. If due to shortage of work or funds, or change in the organization, it becomes necessary to lay off bargaining unit employees, those with the least seniority with the City Parks and Recreation Department shall be laid off first, unless it is necessary for the normal operation of the Parks and Recreation Department facilities based on actual on-the-job experience to retain a particular employee normally assigned to a particular area of work assignments. Layoffs within particular areas of work assignments shall be by lay off of those with the least seniority within the area of work assignment. Employees affected by any layoffs shall have the right to bump less senior employees in other areas of work assignments only if they are currently qualified by extensive experience as well as physically able to perform the duties of the other employment position. Employees subject to layoff shall receive a minimum of two (2) weeks advance notice prior to such

layoff. No regular full-time employee may be laid off when there are emergency, provisional, temporary, part-time, or probationary employees in the class of work affected by the reduction in work force.

2. Recall of laid-off employees shall be made in the reverse order of lay-off. Employer recall of laid-off employees shall be by registered mail notice to the employees being recalled at the employee's last known address that has been given to the Employer. The employee shall have the responsibility to keep the Employer informed of address changes. Employee response to the Employer's recall letter must be received by the Employer within five (5) calendar days of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire twelve (12) months after the employee's layoff date.

## **ARTICLE 12 - DISCIPLINARY PROCEDURES**

1. Prompt feedback on performance and constant communication is necessary between supervisors and their employees. In addition, if an employee is not performing his/her duties in a satisfactory manner, it is the responsibility of his/her supervisor to give proper notice and guidance outlining the deficiencies.

2. Disciplinary action will be administered in accordance with the City Human Resources Policy manual. The principles of progressive discipline shall be followed, whenever reasonable. Nothing in this section requires the Employer to impose a specific level of discipline in a particular case, provided there is a legitimate business reason for the level of discipline and the discipline is reasonably related to: 1) the severity of the employee's proven misconduct or unsatisfactory job performance; 2) the employee's prior disciplinary record with the Employer; and/or 3) the nature of the employee's proven misconduct or unsatisfactory or performance.

3. An employee may be disciplined or discharged only for Just Cause.

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

## **ARTICLE 13 – DISCRIMINATION**

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

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

The City of Missoula is dedicated to a policy of non-discrimination. No individual shall be discriminated against with regard to compensation, terms, conditions, or other privileges of employment because of race, ancestry, color, mental or physical disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, genetic information, political ideas, public assistance status, sexual orientation, gender identity and/or gender expression except where these criteria are reasonable bona fide occupational qualifications. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.



## ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 2. If the grievance is not resolved informally at step 1, a formal grievance shall be presented in writing within five (5) working days from receipt of the step 1 response to the Department Head or his/her designee. The Department Head or designee shall have five (5) working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not settled satisfactorily at Step 2, the grievance shall, within five (5) working days be submitted to in writing, through the Union to the Mayor or the Mayor's designee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated, and the relief requested. The Mayor shall, within ten (10) working days after the receipt of the grievance respond to the grievance in writing. By mutual agreement of both parties, a grievance meeting shall be held in order to resolve the grievance.

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

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

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

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

## ARTICLE 15 - SPECIAL PROVISIONS

1. The Employer agrees to furnish a storage locker appropriate for personal PPE and personal items for each employee.
2. The Employer agrees to provide each employee with OSHA applicable industry standard personal protective equipment based on position and work assigned.
3. The Employer will provide the following work-related and logoed clothing items for each employee as noted below:

Annually: Five (5) t-shirts, one (1) cap, one (1) hat, and choice of one (1) vest, hoody, or jacket. For employees working in cold weather, every other year or as needed, the employee will be issued a cold weather coat.

In addition, an annual clothing allowance in the amount of three hundred forty dollars (\$340.00) shall be provided the employee for the following items:

NOTE: To assure reimbursement, each purchase must be pre-approved by the employee's manager.

- (1) Pre-approved or group purchase cold weather garments such as, overalls, next to skin long/warm under garments,
- (2) Pre-approved closed toe leather work boots or shoes,
- (3) Pre-approved contribution toward prescription safety glasses.
- (4) Pre-approved or group purchase pants (Items that will be approved include denim jeans, Carhartt's and other pre-approved types and styles).
- (5) Pre-approved upgrades to Department issued safety items and PPE, as long as such upgrade meets OSHA and Department requirements, are pre-approved, and are not being paid through medical flex plan, health plan, or other City funds.
- (6) Pre-approved additional or upgraded logo shirts, jackets, hats, and caps.

All outwear, items worn above the waist and visible to the public at any time, must have an approved, visible, Parks & Recreation logo in an approved location. Employees should use discretion when wearing logo wear outside of the workday. Logo wear shall be returned to the Department upon termination of employment.

At the beginning of each fiscal year a member requesting a pre-approved purchase order will have to sign an authorization allowing the City of Missoula to withdraw from the employee's paycheck, any amount that is spent by the employee on items that causes an employee's individual annual clothing allowance monetary amount, as authorized in the collective bargaining agreement, to be exceeded by that individual employee for that period of time.

Additional details, including standard operating procedures and guidelines, related to selection of clothing choices, process to expedite procurement of clothing items and payment to vendor and/or reimbursement to employee shall be determined by a management-employee temporary committee. This committee will meet annually.

4. Neither City tools nor City property shall be used for the purpose of working on or cleaning an employees private motor vehicle or any one else's private motor vehicle or for any other private projects.

5. City tools, Parks maintenance equipment and City vehicles shall not be used for Park and Recreation Department employees for any personal, private use.

6. CDL (Commercial Driver's Licenses) requirements: Individuals filling the positions of Park Maintenance Crew Chief plus at least one additional Maintenance Technician working in developed parks; plus one Conservation Lands Maintenance Technician and all Arborist Technician(s) are required to obtain and maintain a valid Montana issued, Class B Commercial Drivers' License (CDL). A newly hired Maintenance Technician filling one of the aforementioned positions shall have a maximum of 60 days to obtain the required CDL. Employees required to maintain related local, state and federal regulations. The Employer will reimburse employees in the noted positions up to \$90 (or the City-Provider negotiated rate) for a CDL physical once every two years plus the difference between their MT Class D and the required Commercial Driver's License upon renewal and submittal of a receipt.

7. Special Certifications - MPEA employees holding the following certifications/licenses are eligible for twenty dollars (20.00) per person per month:

- (a) Up to two (2) International Society of Arborists (ISA) certifications; the City will pay twenty dollars (\$20.00) per month, per current, valid and required certification.
- (b) Up to six (6) individuals shall become Certified Playground Safety Inspectors (CPSI); The City will pay twenty dollars (\$20.00) per month, per current, valid and required certification.
- (c) Up to three (3) individuals shall obtain State of Montana Pesticide Applicator's Licenses; The City will pay twenty dollars (\$20.00) per current, valid and required certification.
- (d) Up to two (2) individuals shall obtain Backflow Prevention Inspection Certifications; The City will pay twenty dollars (\$20.00) per month per current, valid and required certification.
- (e) Up to two (2) Electrical Hazard Awareness Program (EHAP) Certifications; the City will pay twenty dollars (\$20.00) per month per current valid and required certification.

Procedures and responsibilities of the employee and City shall be in accordance with the Parks & Recreation Department's Licensing & Certification Policy & Procedure. All required certification shall be confirmed in writing. A bargaining unit member who holds at least two current certifications from the list above shall receive an additional five dollars (\$5.00) per month during the term that the certifications are current and valid. The City reserves the right to require employees in the bargaining unit to obtain and maintain special certifications depending on the needs of the department. For training required by the City (excluding CDL licenses) the City agrees to pay training and travel costs as defined in the City of Missoula Human Resources Policy Manual and Administrative Rule #1.

8. The City agrees to pay a minimum of two (2) hours of study or prep time for any certification (including a CDL) that requires testing. This time will be allotted during the employee's regular work schedule and at the discretion of management. The City, through the Parks and Recreation Operations Superintendent or Department Director, reserves the right to determine which staff shall acquire which certifications.

9. Job descriptions for all positions shall be available in the Human Resources Department. The Union shall be provided with a copy of the job descriptions for positions covered by this agreement. The development of such job descriptions shall be the exclusive purview of the Employer, however, the Union and the affected employee shall be notified of any changes in such job descriptions as soon as reasonably possible.

## **ARTICLE 16 - SAFETY**

Union employees shall assist the City Parks and Recreation Department Director or their designee in conducting Department safety meetings. At least one safety meeting shall be conducted each calendar quarter of each calendar year. Additional safety meetings may be scheduled by the Director as safety issues warrant. Such meetings shall take place during the employee's normal working hours with no reduction in pay or benefits.

The Employer shall furnish a place of employment that is safe for employees therein, and shall furnish and use, and require the use of, such devices and safeguards, and shall adopt and use such practices or methods, as are adequate to render the place of employment safe, and shall do everything reasonably necessary to protect the life and safety of employees. (MCA 50-71-203) Employees shall notify the supervisor or safety officer as soon as possible of any safety hazards incident to their employment. (MCA 50-71-322)

## **ARTICLE 17 - STRIKES AND LOCKOUTS**

1. The Union agrees that there shall be no concerted activities, such as work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement during the term of this Agreement. In the event of any unauthorized or illegal work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement, the Union agrees that it will join with the Employer in requiring its members to return to work immediately.

2. The Employer agrees that it will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union provided that the employees covered by this Agreement do not engage in any unauthorized or illegal work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement during the term of this Agreement.

## **ARTICLE 18 - CONTRACT WORK**

The Union recognizes that the right of contracting or subcontracting work is vested in the City. It is mutually understood and agreed that the City may contract out any or all work on matters related to municipal Park and Recreation Department maintenance operations.

It is mutually understood and agreed that if the City exercises its right to contract out park maintenance work, that the exercise of that right by the City shall not result in either the layoff of any employee employed by the City who is a member of the bargaining unit covered by this Agreement nor in a reduction of normal hours of work; wages; holiday time earned; leaves herein agreed to; health and dental insurance benefits; Union rights; and Union security as each of these provisions are herein agreed to.

The City agrees to provide the Union shop steward with written notice one (1) working day prior to any park maintenance or forestry contract work in excess of \$5000. It is understood that this notice implies nothing more than notice to the Union that contract work has been authorized by the City.

## **ARTICLE 19 - LIFE, HEALTH AND DENTAL INSURANCE**

The medical, life, and dental insurance options provided, including the Employer contributions, to Union members shall be the same as provided to other City employees covered under the city's self-funded benefit plan.

The Employer agrees to work with the Union on premium and benefit issues through the Employee Benefit Committee (EBC). In the event that a premium contribution adjustment or benefit restructuring is deemed necessary and adopted by the City Council, the Union will agree to the changes.

## **ARTICLE 20 - WAGE SCALES**

The classifications and wage rate for employees covered by this Agreement are:

	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Maintenance Technician I	23.69	\$24.40	\$25.13	\$25.88
Maintenance Technician II*	\$25.02	\$25.77	\$26.54	\$27.34
Crew Chief	\$26.29	\$27.08	\$27.89	\$28.73

Any eligible certification payments will be in addition to wages. (Article 15, section 7).

Longevity shall be paid at the rate of seven dollars (\$7.00) per month for each full year of continuous employment service performed by the employee. The longevity increase will become effective on the first pay period following the employee's anniversary date.

## **ARTICLE 21 - PROVISIONS TO CONTINUE IN EFFECT**

In the event the term of this contract expires without the parties reaching agreement on an amended collective bargaining agreement, all of the provisions of this Agreement shall remain in full force and effect during the intervening period until an amended collective bargaining agreement is agreed to by the parties.

It is mutually understood and agreed that the Union shall have the right to engage in concerted activities after the expiration of the effective date of this Agreement, and that the Employer shall have the right to lock out any employee after the expiration of the effective date of this Agreement. Further, it is recognized that if the employees go on strike after the expiration of this Agreement, the Employer has the right to hire replacements for any striking employees. The Union's right to engage in concerted activities shall be limited to activities that pertain to hours, wages, or conditions of employment involving the employees covered by this Agreement.

## **ARTICLE 22 - SEVERABILITY OR SAVINGS PROVISION**

If any section, subdivision, paragraph, sentence, clause, phrase, or other provision of this Agreement is ever declared by a court of record to be unlawful, unenforceable, or not in accordance with applicable federal or state laws, all other sections, subdivisions, paragraphs, sentences, clauses, phrases, and other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 23 - AGREEMENT TO BE EFFECTIVE AS IS FOR ITS DURATION**

The City and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even though such subjects or matter was proposed and later withdrawn.

## **ARTICLE 24 - TERM OF AGREEMENT**

This Agreement shall be effective from July 1, 2019 through June 30, 2023. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that such notice is given by any party, either or both parties may make proposals concerning this Agreement and negotiations shall begin not later than thirty (30) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals this 14th day of April 2020.

FOR THE MONTANA  
FEDERATION OF PUBLIC EMPLOYEES



Eric Feaver (Apr 13, 2020)

**Eric Feaver**  
President

FOR THE CITY OF MISSOULA:



John Engen (Apr 14, 2020)

**John Engen**  
Mayor



Christopher Gray (Apr 13, 2020)

**Christopher Gray**  
Bargaining Team Member

ATTEST:



Martha Rehbein (Apr 21, 2020)

**Martha Rehbein**  
City Clerk