

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CITY OF MISSOULA  
AND  
MONTANA FEDERATION OF PUBLIC EMPLOYEES--(MFPE)  
REPRESENTING THE BUILDING INSPECTORS

Effective date of July 1, 2023, through June 30, 2027

Table of Contents

PREAMBLE ..... 4

ARTICLE 1--Recognition ..... 4

ARTICLE 2--Management Rights ..... 4

ARTICLE 3--Union Security ..... 4

ARTICLE 4--Dues Check Off ..... 5

ARTICLE 5--Hours of Work..... 6

ARTICLE 6--Seniority Defined ..... 6

ARTICLE 7--Wages ..... 7

ARTICLE 8--Layoffs..... 8

ARTICLE 9--Emergency Call Back and Overtime ..... 8

ARTICLE 10--Discipline and Discharge ..... 9

ARTICLE 11--Holidays..... 10

ARTICLE 12--Health Insurance ..... 11

ARTICLE 13--Leaves of Absence ..... 11

ARTICLE 14--Grievance Procedure..... 11

ARTICLE 15--Probationary Period..... 12

ARTICLE 16--Discrimination ..... 13

ARTICLE 17--Special Provisions ..... 13

ARTICLE 18--Savings Clause..... 13

ARTICLE 19--Term of Agreement..... 14

ADDENDUM A--Wage Schedule for Current Employees ..... 15

## 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 MFPE. This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to rates of pay, hours of work and fringe benefits.

## ARTICLE 1--Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the inspectors working in the Building Inspection Division, including electrical, mechanical, plumbing, building/combination inspectors, plans examiner, excluding all other job classifications.

## ARTICLE 2--Management Rights

Management rights retained by the Employer shall include but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A., except for those rights, if any, expressly agreed to be surrendered pursuant to the provisions of the collective bargaining agreement. The rights established pursuant to Section 39-31-303, M.C.A. are as follows:

Public employees and their representatives shall recognize the prerogative of public employers to operate and manage their affairs in such areas as, but not limited to:

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

## ARTICLE 3--Union Security

Section 1. Union Activities: No employee shall suffer a reduction in wages, working conditions or change in classification previously enjoyed, which were greater than those contained herein, because of the adoption of this Agreement nor shall they be penalized in any manner for any normal union activities.

Section 2. All Employees covered under the terms of this AGREEMENT shall not be required to join the ASSOCIATION. The City of Missoula, including its directors, managers, and supervisors, shall

remain neutral on the issue of whether any Employee should join the ASSOCIATION or other participate in ASSOCIATION activities.

Section 3. Indemnification of the City by the Unions: The Union agrees to indemnify and hold the City of Missoula harmless against any and all claims, suits, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the union membership provisions of this Article.

Section 4. Employees at the Bargaining Table: The Employer agrees that two representatives from the Union may have leave with pay for work time spent at the bargaining table for actual negotiating sessions with regard to the collective bargaining agreement with the Employer.

Section 5. On-site Visits by Union Officials: Officially designated Union representatives will be allowed access to all work areas to investigate grievances and interview employees as long as their investigation and interview does not unduly interrupt the work being performed in the work area. Any incidental visits to union members by the union rep will take place during lunch or break times.

#### ARTICLE 4--Dues Check Off

Section 1. Upon written authorization by an individual employee, EMPLOYER shall deduct from the pay of such Employee the amount of dues, fees, and assessments, as certified by the ASSOCIATION, and remit such amount to the ASSOCIATION. EMPLOYER shall honor the terms and conditions of each Employee's written payroll deduction authorization(s). If the ASSOCIATION makes a material modification to its current payroll deduction authorization card, the ASSOCIATION agrees to provide EMPLOYER with the new card prior to its use.

Section 2. The ASSOCIATION shall transmit to EMPLOYER in writing by the cutoff date for each payroll period the name(s) of Employee(s) who have, since the previous payroll cutoff date, provided the ASSOCIATION with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

Section 3. Any Employee may revoke a written authorization for payroll deductions by written notice to the ASSOCIATION 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 EMPLOYER receives written confirmation from the ASSOCIATION that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. EMPLOYER will refer all Employee inquiries regarding the ASSOCIATION revocation process to the ASSOCIATION. EMPLOYER may answer any Employee inquiry about process or timing of payroll deductions.

Section 4. The ASSOCIATION shall indemnify, defend, and hold EMPLOYER harmless against any claims made and any suit instituted against EMPLOYER as a result of payroll deductions from Employees for ASSOCIATION dues, fees, and assessments provided such deductions were made in accordance with EMPLOYER's good-faith reliance on the terms of a written payroll deduction authorization and at the direction of the ASSOCIATION.

Section 5. The aggregate deductions shall be remitted, together with an itemized statement, to the ASSOCIATION in a timely manner.

## ARTICLE 5--Hours of Work

Section 1. A work week shall comprise the time period of Sunday through Saturday which begins at 12:01 AM Sunday and ends at midnight on Saturday. Generally, the regular work week starts on Monday and ends on Friday unless advance notice to the contrary is given as outlined herein. A standard work schedule can be comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. The eight (8) hours of work includes two (2) fifteen (15) minute break periods, whenever feasible, shall constitute a normal day's work. An employee can opt for a flexible work schedule. A flexible work schedule is any schedule that is not regular or standard and is alternate from the five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour day work schedule and where the employee is to work not more than 40 hours in the work week. An employee can voluntarily work more than or less than eight (8) hours within twelve (12) hours in a day, provided that the total hours of the work week meet forty (40) hours and cannot be less than four (4) workdays.

Section 2. Employees employed for a work week longer than forty (40) hours, shall receive either compensation for the overtime employment at the rate of 1 1/2 times the hourly wage rate at which employed excluding special allowances and fringe benefits, or compensatory time for overtime work over forty (40) hours within a work week at a rate of 1 1/2 times the number of extra overtime hours worked. The employee must declare in writing whether the employee desires overtime pay or compensatory time. This form has to be updated at least once every year however the declaration can be changed at any time. The department, however, can decide to pay the employee at the overtime rate instead of allowing compensatory time. The employee may request to flex time within the week to avoid working over 40 hours. All overtime must be approved by the supervisor before it is worked by an employee.

Section 3. At the discretion of the Building Official, Employees will drive city vehicles to and from their residences within a 15-mile radius of the City of Missoula to be available for emergencies.

## ARTICLE 6--Seniority Defined

Section 1. "Seniority" means a city employee's length of continuous service with their respective division of the City Public Works Department for which they are employed and are represented as a member of one of the collective bargaining units to which the City is signatory. 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.

Section 2. A "temporary promotion" is defined as a promotion to a non-bargaining unit supervisory position due to vacancy, illness or injury to a non-bargaining unit supervisor. A bargaining unit member temporarily promoted to such a supervisory position may continue to earn bargaining unit seniority for up to six (6) continuous months. Any time served as a temporary supervisor after six (6) continuous months shall not be allowed to count toward earned bargaining unit seniority. In the event a temporary supervisor receives a permanent supervisory assignment without having returned to the bargaining unit, bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the temporary supervisor position.

Section 3. 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,

six (6) continuous months, they 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, their bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the non-bargaining unit probationary supervisor. Additional instances that may affect bargaining unit member seniority are as follows:

A. 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.

B. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority up to 30 days after the employee is released from active military duty.

C. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement.

D. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician. Once medically released by a physician, the injured worker must notify the City immediately of their ability to return to work and must express their intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.

E. Nothing in the seniority clause of this contract guarantees any employee the right to a promotion due to a vacancy within the division.

### ARTICLE 7- Base Wages

Classifications and wage rates shall be as negotiated and set forth herein. Job classifications and wages for newly hired employees covered under this agreement are listed below.

Wages are defined by the level of the career ladder for each classification listed below. See the Career Ladder in Addendum A.

	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Inspector I	\$39.17	\$40.35	\$41.76	\$43.22
Inspector II	\$42.30	\$43.57	\$45.09	\$46.67
Inspector III	\$45.68	\$47.05	\$48.70	\$50.40
Inspector IV	\$48.41	\$49.86	\$51.61	\$53.41
Plans Examiner I	\$41.50	\$42.75	\$44.24	\$45.79
Plans Examiner II	\$44.82	\$46.16	\$47.78	\$49.45
Plans Examiner III	\$48.41	\$49.86	\$51.61	\$53.41

- A. In addition to such rates, employees shall be granted longevity pay at the rate of Ten and No/100 Dollars (\$10.00) per month for each full year of service with the City. No credit shall be allowed toward longevity for a leave of absence or time not worked during a break in service. Definitions of types of employees shall be outlined in the City Personnel Policy Manual.
- B. Lead Inspector: When necessary, the Building Official shall appoint a lead inspector. Lead Inspector job duties shall include, but not be limited to, the daily scheduling of inspections, second on-call and fill in during the absence of the Building Official.
  - 1. Lead Inspector responsibilities are to ensure daily inspections requests are assigned to inspectors, and to ensure inspectors vacations are coordinated effectively to ensure inspection loads are met.
  - 2. The Lead Inspector shall receive \$1.50 per hour in addition to their regular rate of pay.

#### ARTICLE 8--Layoffs

Section 1. If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, employees subject to lay off will be in accordance with the City of Missoula Personnel Policy Manual. Those with the shortest period of continuous service within the specific classification shall be laid off first. Recall shall be in order of last laid-off, first called back.

Section 2. Recall of laid-off employees shall be made in accordance with the city of Missoula Personnel Policy Manual. Employer recall of laid-off employees shall be by registered mail notice to the employees being recalled at the employee's last known address that has been given to the Employer. The employee shall have the responsibility to keep the Employer informed of address changes. Employee response to the Employer's recall letter must be received by the Employer within seventy-two (72) hours of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire eighteen (18) months after the employee's lay-off date.

#### ARTICLE 9--Emergency Call Back and Overtime

Section 1. If it becomes necessary to work building inspectors other than scheduled shifts, work shall be assigned according to: ability, area of licensure and seniority whenever possible.

Section 2. Employees called out for work on assigned days off, or employees reporting for work on scheduled days off shall be guaranteed a minimum of three (3) hours of work at the overtime rate of pay. Employees called back to work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of two (2) hours work at the overtime rate of pay. If an employee is called in to work within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave their shift early upon mutual agreement between the Employer and the employee so that the normally scheduled work hours for the day will be worked.



Section 3. Overtime shall commence at six (6) minutes after the scheduled end of the shift and be paid in six (6) minute intervals.

### ARTICLE 10--Discipline and Discharge

An employee may be disciplined or discharged only for just cause, However, 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 imposed and the penalty is reasonably related to: (1) the severity of the employee's proven misconduct or proven 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 proven unsatisfactory job performance.

Section 1. Prompt feedback on performance and constant communication is necessary between supervisors and their employees. In addition, if an employee is not performing their duties in a satisfactory manner, it is the responsibility of their supervisor to give proper notice and guidance outlining the deficiencies. The following progressive disciplinary procedures shall be utilized, however it should be understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, the department head may use any disciplinary measure appropriate within their judgment. (Dismissal for cause can be administered without having to proceed through the levels of progressive discipline.)

A. LEVEL ONE: A warning from the employee's supervisor outlining the unsatisfactory job performance and the corrective measures that need to be taken.

1. The warning shall contain:
  - a. the date and time the warning was given,
  - b. what performance deficiency or violation has occurred,
  - c. the corrective measures that need to be taken,
  - d. the time period the employee has in which to improve their performance or correct their behavior, and
  - e. what further actions will be taken if the employee does not improve their performance or correct their behavior.
2. Copies of the notice outlining the warning will be forwarded to the employee and to the Human Resources Department for placement in the employee's personnel file.
3. The employee shall have the right to make a written response to the warning and to have that response placed in their personnel file with the warning.
4. The warning shall remain in effect for six months.

B. LEVEL TWO: A written reprimand by the employee's department/division head outlining the unsatisfactory job performance and the corrective measures to be taken.

1. The department/division head shall write a letter, which states the date, time, and nature of the reprimand and the corrective measures that need to be taken.

2. Copies of the written reprimand will be forwarded to the employee, the MFPE union representative and to the Human Resources Department for placement in the employee's personnel file.

3. The written reprimand will remain in effect for one year for the unsatisfactory job performance stated on the written reprimand form. Further remedial actions, including dismissal, may be taken in this time frame if the unsatisfactory job performance is not corrected.

C. LEVEL THREE: Suspension Without Pay

The department head suspends the employee for up to five working days for continued unsatisfactory job performance after the employee has been notified through a warning or written reprimand that their performance is unsatisfactory.

1. The department head shall write a letter stating the date, time, and nature of the suspension and the corrective measures that need to be taken.

2. Copies of the suspension letter will be forwarded to the employee and Human Resources Department for placement in the employee's personnel file.

3.

D. LEVEL FOUR: Demotion/Termination

If the employee's performance/behavior does not improve after attempts to correct with lower levels of disciplinary action after the employee has been notified through a warning or written reprimand of unsatisfactory performance/behavior.

1. The Department head shall write a letter stating the specifics for the demotion/termination consideration
2. The employee shall be invited to a pre termination meeting where they can respond to the allegations provided in the letter from the department head. The employee may elect to respond in writing rather than attend a meeting.
3. After hearing the employee and taking all facts into consideration, the department head may elect to demote or terminate the employee.

Section 2. 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 11--Holidays

Employees shall be granted a day off with pay for each of the following holidays or any day declared a holiday pursuant to section 13 of this article.

1. New Year's Day, January 1
2. Martin's Luther King Jr. Day, the third Monday in January
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May
5. Juneteenth National Freedom Day, June 19<sup>th</sup>
6. Independence Day, July 4

7. Labor Day, the first Monday in September
8. Columbus Day, the second Monday in October
9. Veterans' Day, November 11
10. Thanksgiving Day, the fourth Thursday in November
11. Christmas Day, December 25
12. State general election day on the first Tuesday after the first Monday of November in even numbered calendar years.
13. Any day declared a legal holiday for local government subdivisions by the Montana State Legislature for local government employees; or any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; or any day declared a legal holiday for all city government employees by the City Council of the City of Missoula.

#### ARTICLE 12--Health Insurance

Section 1. The parties agree to the same health insurance premiums and plan design as for all non-bargaining unit employees of the City of Missoula, as approved each fiscal year by the Missoula City Council.

Section 2. The City agrees to work with the Unions on premium and benefit issues through the Employee Benefit Committee (EBC). The Union shall appoint one (1) bargaining unit member to the City of Missoula Employee Benefit Committee (EBC).

#### ARTICLE 13--Leaves of Absence

Vacation and sick leave credits shall be accrued and paid in accordance with state statute. For purposes of computing vacation and sick leave earnings, employee service time with any department within the City, and any other city, town, county, school district, or any agency of the State of Montana shall be considered. An annual vacation calendar shall be posted the first working day of January of each year. Employees will be given sixty (60) days to record their vacation request for the year. Request for five (5) days or less need not be recorded within this sixty (60) day time period; but shall be arranged upon mutual agreement between the employee and the Supervisor. The Supervisor shall determine whether vacation requests interfere with the Division's work schedules and shall make any necessary adjustments on the basis of seniority. All leave requests submitted and approved in accordance with the provisions of this Article will not be canceled or altered without mutual agreement between the employer and any/or all affected employees unless the Mayor or City Council declares an emergency.

The accrual and use of accumulated vacation and sick leave shall be accordance with the City of Missoula Personnel Policy Manual.

All other forms of leave, including Family and Medical Leave (FMLA), military leave, jury duty and educational leave or any other form of leave of absence shall be in accordance with the City of Missoula Personnel Policy Manual.

#### ARTICLE 14--Grievance 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 ten (10) working days of the occurrence of the grievance an employee with a grievance shall discuss the 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 ten (10) working days from receipt of the Step 1 response to the Department Head or their designee. The Department Head or designee shall have ten (10) working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not settled satisfactorily at Step 2, the grievance shall, within ten (10) working days be submitted in writing, through the Union to the Mayor or the Mayor's designee. The 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, or designee, shall, within ten (10) working days after the receipt of the grievance to respond to the grievance in writing. By mutual agreement of both parties, a grievance meeting shall be held in order to resolve the grievance.

Step 4. If the matter is not resolved at this point, within ten (10) working days either party may request a conciliation meeting to be held with the parties involved as a final attempt to resolve the dispute prior to proceeding to arbitration. If for whatever reason a conciliation does not take place within ten (10) working days following a receipt of this written request, either party to this agreement may unilaterally call for arbitration proceedings as called for in 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 ten (10) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within ten (10) working days the parties shall request a list of five (5) qualified names from the Montana State Board of Personnel Appeals. The Union and the Employer shall each strike two (2) names in alternate order, and the remaining shall be the arbitrator. The Union shall strike the first name. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Union. 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--Probationary Period

All new employees shall serve a one hundred eighty (180) day probationary period. The Employer may dismiss a probationary employee at any time during the probationary period. A probationary employee

who is dismissed shall not be able to use the grievance procedure set forth herein as a means of contesting the probationary employee's dismissal.

In the event that a probationary employee is laid off, all previous service time with the City shall be credited to the probationary period if the Employee subsequently returns to work for the City in the same position held prior to the lay off.

#### ARTICLE 16--Discrimination

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

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

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity or gender expression. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Union recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer.

#### ARTICLE 17--Special Provisions

Rest Breaks: Each employee shall be entitled to two fifteen (15) minute rest breaks during each work day's work shift.

#### Clothing Allowance:

Section 1. the Employer shall provide an annual clothing allowance in accordance with the following schedule:

FY24 \$737.75 lump sum gross amount, subject to payroll taxes. This clothing allowance shall be used to purchase jacket/vest, shirts (city will provide logo on these items), boots and any other work appropriate clothing needed to perform the job.

3% increase for each year of the contract

Section 3. Employees will be responsible to wear proper footwear and other clothing to safely perform their job duties.

Section 4. Protective clothing or protective devices required of the employees in the performance of their job duties shall be furnished by the Employer provided such protective clothing and/or devices are deemed necessary by the Building Official.

#### ARTICLE 18--Savings Clause

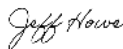
If any section, subdivision, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of any State or Federal Law, the remainder of this Agreement shall not be affected or invalidated.

ARTICLE 19--Term of Agreement


This Agreement shall remain in force and effect from July 1, 2023, through June 30, 2027, and shall thereafter automatically renew from year to year except if either party desires to alter or terminate this Agreement, the party shall notify the other party sixty (60) days previous to the date of expiration.

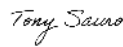
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 19 day of October, 2023.

For the Unions:

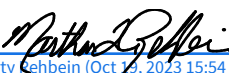
By   
Jeff Howe  
MFPE

For the City:

By   
Jordan Hess (Oct 19, 2023 09:42 MDT)  
Jordan Hess, Mayor  
City of Missoula

By   
Tony Sauro  
Local President

ATTEST:

  
Marty Rehbein (Oct 18, 2023 15:54 MDT)  
Martha L. Rehbein  
City Clerk

Career Ladders are processed following the City Career Ladder Procedure. Career Ladders are not intended to replace a job description but rather to capture key duties and levels of responsibilities found within the larger job description requirements. Management has the right to alter job descriptions by adding, removing, or editing duties and in turn such changes may impact the job description language below. If and when this occurs the parties agree to meet and confer upon request.

#### Inspector I –

The entry-level position in the ladder performs inspections of residential, commercial, and accessory structures for compliance with building, mechanical, electrical, and plumbing specialty codes and other applicable state and city codes and ordinances. The entry-level position inspects the construction of a variety of residential and commercial structures for compliance with federal, state, and local codes. This position also investigates safety issues, enforces regulations, and provides technical information to peers within the city, individual homeowners, and the development community.

#### Certifications Required:

Primary certifications are required to perform the duties detailed in the job description. These may include one or more of the following, based on specific job descriptions, may changes per state requirements and must be acquired within the first six months of employment:

- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector / Montana Journeyman Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Energy Inspector / Plans Examiner
- IAPMO Plumbing Inspector / Montana Journeyman Plumbing License

- ICC Commercial Building Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector

#### Specialty Certifications and Licenses

- Montana Master Electrical License
- Montana Master Plumbing License
- NITC Medical Gas Certification
- ICC Commercial Building Plans Examiner
- ICC Residential Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Electrical Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- IAPMO Plumbing Plans Examiner
- ICC Residential Energy / Plans Examiner
- ICC Commercial Energy Plans Examiner
- ICC Commercial Energy Inspector

#### Inspector II –

The mid-level position in the ladder meets all expectations of the Building Inspector I position. In addition, the Building Inspector II performs inspections and reviews related plans in the field of residential, commercial, and accessory buildings for compliance with structural, mechanical, plumbing,

electrical, and specialty codes and other applicable state and city ordinances. Incumbents in this level may operate in multiple areas, dependent on training and certifications, including as an electrical, plumbing, and/or structural/mechanical inspector. Incumbents in this level must foster a culture strong in professionalism, adhere to Building Department and CPDI standards and specifications, and support a positive team environment.

Certifications Required: Requires a total of four certifications from the qualifying list in the negotiated union agreement, to include the required primary certification(s). A level II Inspector must obtain a residential or commercial combo inspector certification within one year of hire.

*\*Progression between levels is dependent upon acquiring and maintaining required certifications.*

#### Inspector III -

The advanced level of the ladder meets all expectations of the Building Inspector I and II positions. In addition, the Building Inspector III performs the most complex and technical inspections. May perform technical plan review of residential, commercial, and accessory buildings for compliance with structural, mechanical, plumbing, electrical and specialty codes and other applicable state and city ordinances.

May be asked to do building plan review. Investigates complaints and violations in the field; resolve sensitive or complex inquiries, problems, or complaints, including disputes regarding code interpretation; and responds to public inquiries, complaints, and legal requests. Incumbents in this level must have a basic understanding of City of Missoula Laws, Standards, Specifications, and Regulations; foster a culture strong in professionalism; and support a positive team environment.

Certifications Required: Requires a total of six certifications, from the qualifying list in the negotiated union agreement, to include the required primary certification(s). A level III inspector hired to do plumbing, electrical, and mechanical inspection must obtain the certifications required to do residential and commercial plan review within six months of hire.

*\*Progression between levels is dependent upon acquiring and maintaining required certifications.*

#### Inspector IV –

The advanced level of the ladder meets all expectations of the Building Inspector I, II and III positions. The Inspector IV performs the most complex and technical plan review activities and specialized plan review for residential, commercial, and industrial structures. Performs technical plan review of residential, commercial, and accessory buildings for compliance with structural, mechanical, plumbing, electrical and specialty codes and other applicable state and city ordinances. Investigates complaints and violations in the field; resolve sensitive or complex inquiries, problems, or complaints, including disputes regarding code interpretation; and respond to the most complex public inquiries, complaints, and legal requests. May act as Building Official in their absence. Incumbents in this level must have a complete understanding of City of Missoula Laws, Standards, Specifications and Regulations; foster a culture strong in professionalism; and support a positive team environment.

#### Certifications Required:

Requires a total of 8 certifications, from the qualifying list in the negotiated union agreement, to include the required primary certification(s). Must include all necessary plumbing, electrical, and mechanical certifications required to do residential and commercial plan review.

*\*Progression between levels is dependent upon acquiring and maintaining required certifications.*

#### Plans Examiner Career Ladder

##### Plans Examiner I –

The entry-level position in the ladder performs technical plan review of residential, commercial, and accessory structures for compliance with building and other applicable state and city codes and



ordinances. The entry-level position completes plan examination for a variety of residential and commercial structures.

**Certifications Required:**

Primary certifications are required to perform the duties detailed in the job description, may change per state requirements and must be acquired within the first six months of employment:

ICC Residential Building Plans Examiner

**Plans Examiner II –**

The mid-level position in the ladder meets all expectations of the Plans Examiner I position. In addition, the Plans Examiner II performs technical plan review of residential, commercial, and accessory buildings for compliance with structural, mechanical, plumbing, electrical and specialty codes and other applicable state and city ordinances. Incumbents in this level may operate in multiple areas, including as an electrical, plumbing, and/or structural/mechanical plan reviewer. Incumbents in this level must foster a culture strong in professionalism, adhere to Building Department and CPDI standards and specifications, and support a positive team environment.

**Certifications Required:**

Requires a total of three certifications from the qualifying list in the negotiated union agreement, to include the required primary certification(s).

**Plans Examiner III –**

The advanced level of the ladder meets all expectations of the Plans Examiner I and II positions. In addition, the Plans Examiner III performs the most complex and technical plan review activities and specialized plan review for residential, commercial, and industrial structures. The Plans Examiner III resolves sensitive or complex inquiries, problems, or complaints including disputes regarding code interpretation and responds to the most complex public inquiries, complaints, and legal requests. May act as Plans Examination Supervisor or Building Official in their absence. This position has no supervisory responsibilities; however it may include scheduling work and staff assignments, providing direction and monitoring of work, and training activities for lower-level staff. Incumbents in this level must have a complete understanding of City of Missoula Laws, Standards, Specifications, and Regulations; foster a culture strong in professionalism; and support a positive team environment.

**Certifications Required:**

Requires a total of six certifications from the qualifying list in the negotiated union agreement, to include the required primary certification(s). Must also include one of the following, as identified by the Chief Building Official: plumbing, electrical, or mechanical certification required to do residential and commercial plan review.












# C257 MFPE Building CBA

Final Audit Report


2023-10-19


Created:	2023-09-27
By:	Angela Simonson (simonsona@ci.missoula.mt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd97th9K1ggf2mXZ1gMfHJ_WOUUVdJcUV


## "C257 MFPE Building CBA" History


-  Document created by Angela Simonson (simonsona@ci.missoula.mt.us)  
2023-09-27 - 6:56:14 PM GMT- IP address: 63.235.58.131
-  Document emailed to Leigh Griffing (griffingl@ci.missoula.mt.us) for approval  
2023-09-27 - 6:57:47 PM GMT
-  Email viewed by Leigh Griffing (griffingl@ci.missoula.mt.us)  
2023-09-27 - 7:03:22 PM GMT- IP address: 63.235.58.131
-  Document approved by Leigh Griffing (griffingl@ci.missoula.mt.us)  
Approval Date: 2023-09-27 - 7:03:33 PM GMT - Time Source: server- IP address: 63.235.58.131
-  Document emailed to Ryan Sudbury (sudburyr@ci.missoula.mt.us) for approval  
2023-09-27 - 7:03:35 PM GMT
-  Email viewed by Ryan Sudbury (sudburyr@ci.missoula.mt.us)  
2023-09-29 - 5:28:25 PM GMT- IP address: 72.174.65.176
-  Document approved by Ryan Sudbury (sudburyr@ci.missoula.mt.us)  
Approval Date: 2023-09-29 - 5:32:46 PM GMT - Time Source: server- IP address: 72.174.65.176
-  Document emailed to Tony Sauro (saurot@ci.missoula.mt.us) for signature  
2023-09-29 - 5:32:47 PM GMT
-  Email viewed by Tony Sauro (saurot@ci.missoula.mt.us)  
2023-10-16 - 5:13:37 PM GMT- IP address: 174.231.85.92
-  New document URL requested by Tony Sauro (saurot@ci.missoula.mt.us)  
2023-10-17 - 1:10:14 PM GMT- IP address: 72.174.5.248
-  Email viewed by Tony Sauro (saurot@ci.missoula.mt.us)  
2023-10-17 - 1:10:34 PM GMT- IP address: 72.174.5.248





 Document e-signed by Tony Sauro (saurot@ci.missoula.mt.us)  
Signature Date: 2023-10-17 - 1:11:08 PM GMT - Time Source: server- IP address: 72.174.5.248


 Document emailed to Jeff Howe (jhowe@mfpe.org) for signature  
2023-10-17 - 1:11:10 PM GMT


 Email viewed by Jeff Howe (jhowe@mfpe.org)  
2023-10-17 - 1:42:14 PM GMT- IP address: 72.175.96.56


 Document e-signed by Jeff Howe (jhowe@mfpe.org)  
Signature Date: 2023-10-17 - 1:42:43 PM GMT - Time Source: server- IP address: 72.175.96.56


 Document emailed to Jordan Hess (HessJ@ci.missoula.mt.us) for signature  
2023-10-17 - 1:42:44 PM GMT

 Document e-signed by Jordan Hess (HessJ@ci.missoula.mt.us)  
Signature Date: 2023-10-19 - 3:42:03 PM GMT - Time Source: server- IP address: 162.221.168.71

 Document emailed to Marty Rehbein (rehbeinm@ci.missoula.mt.us) for signature  
2023-10-19 - 3:42:04 PM GMT

 Email viewed by Marty Rehbein (rehbeinm@ci.missoula.mt.us)  
2023-10-19 - 9:54:23 PM GMT- IP address: 209.137.251.46

 Document e-signed by Marty Rehbein (rehbeinm@ci.missoula.mt.us)  
Signature Date: 2023-10-19 - 9:54:49 PM GMT - Time Source: server- IP address: 209.137.251.46

 Agreement completed.  
2023-10-19 - 9:54:49 PM GMT

