

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF MISSOULA
AND
MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)

Effective Date July 1, 2022 to June 30, 2023

TABLE OF CONTENTS

Contents

ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - UNION SECURITY.....	4
ARTICLE 4 - DUES CHECK-OFF.....	4
ARTICLE 5 – HOURS OF WORK AND OVERTIME	5
ARTICLE 6 – USE OF CITY VEHICLE	5
ARTICLE 7 SENIORITY AND FILLING OF BARGAINING UNIT POSITIONS.....	5
ARTICLE 8 – PERSONAL PROTECTION EQUIPMENT (PPE).....	6
ARTICLE 9 – COMPENSATION AND TRAINING.....	7
ARTICLE 10 - LAYOFF AND RECALL	7
ARTICLE 11 - DISCIPLINE AND DISCHARGE.....	8
ARTICLE 12 – HOLIDAYS.....	8
ARTICLE 13 - HEALTH INSURANCE	8
ARTICLE 14 - ANNUAL LEAVE.....	9
ARTICLE 15 - SICK LEAVE.....	10
ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE 17 - PROBATIONARY PERIOD.....	12
ARTICLE 18 - NON-DISCRIMINATION.....	12
ARTICLE 19 - SAVINGS CLAUSE.....	12
ARTICLE 20 -TERM OF AGREEMENT.....	12

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula (hereinafter referred to as the Employer) and the Public Works Engineering Employee Association, a local affiliated with Montana Federation of Public Employees (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

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries, wages, hours, fringe benefits, and other conditions of employment for employees in the following job classifications in the City of Missoula Public Works Infrastructure and Mobility:

Surface Project Coordinator (SPC)
Engineering Project Coordinator
Engineering Plans Examiner & Inspector (EPEI)

Excluding: (1) confidential employees, management officials and supervisory employees as defined in MCA 39-31-103; (2) members of other collective bargaining agreements, and
(3) Development Services employees in job classifications not listed in this Article.

Section 2. Definitions:

Employee - Unless otherwise indicated, the term "employee," as used in this agreement, shall mean employees who are members of the appropriate unit as defined above.

Employer - The City of Missoula is the "employer," as defined above.

Union - The Union is the local, the Public Works Engineering Employee Association affiliated with MFPE and its officers, agents and representatives.

ARTICLE 2 - MANAGEMENT RIGHTS

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

Section 2. 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. Employees at the Bargaining Table: The Employer agrees that no more than three (3) local 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 3. 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.

Section 4. Paid Release Time for Union Business: Union officers shall be granted paid release time to investigate grievances or participate in arbitration hearings or other hearings before the Board of Personnel Appeals involving bargaining unit employees or issues. The Employer reserves the right to limit the time spent participating in such activities on paid release time if such participation would unduly disrupt business operations, however, the Employer recognizes that employees who are under subpoena may be legally compelled to participate.

The local president (or another union officer designated by the president in writing) shall be granted up to two full days (sixteen hours for a full-time employee, pro-rated for part-time employees) of paid release time to attend the Union's annual representative assembly meeting.

Section 5. The Union agrees to notify the employer in writing regarding the names of current officers and any changes in officers.

ARTICLE 4 - DUES CHECK-OFF

Section 1. Upon written authorization by an individual employee, EMPLOYER shall deduct from the pay of such Employee the number of dues, fees, and assessments, as certified by the UNION, and remit such amount to the UNION. EMPLOYER shall honor the terms and conditions of each Employee's written payroll deduction authorization(s).

Section 2. The UNION 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 UNION 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 UNION in accordance with the terms and conditions of the continuing membership 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 UNION that the terms for revocation of the Employee's authorization regarding payroll deduction have been met.

EMPLOYER will refer all Employee inquiries regarding the UNION revocation process to the UNION. EMPLOYER may answer any Employee inquiry about process or timing of payroll deductions.

Section 4. The UNION 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 UNION.

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

ARTICLE 5 – HOURS OF WORK AND OVERTIME

Section 1. A work week shall comprise the time period Sunday through Saturday. Generally, the work hours 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, whenever feasible shall constitute a normal day's work, unless a work schedule of four (4) ten (10) hour days is approved by the supervisor to meet business needs.

Section 2. Employees whom labor 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 in excess of forty (40) hours within a work week at a rate of 1-1/2 times the number of extra overtime hours actually worked. Employees must elect Comp or cash OT once per fiscal year by completing the Comp election form. Compensatory time must be utilized by the end of the fiscal year of being earned, may not accrue more than 240 hours and will be cashed out if not used within this time period. The department, however, can make the decision to pay the employee at the overtime rate instead of allowing compensatory time. All overtime must be approved by the Supervisor prior to it being worked by an employee.

ARTICLE 6 – USE OF CITY VEHICLE

Section 1. At the discretion of the Supervisor, employees may drive city vehicles to and from their residences, located within 15 (fifteen) miles of the City of Missoula limits, unless otherwise approved by the Department Director or designee to facilitate efficiency in accommodation of inspection requests for;

- early-in-day inspections – those inspections performed prior to arrival at office / between residence and office
- late-in-day inspections – those inspections performed after departure from office / between office and residence

This inspection flexibility provides for saving time (elimination of dead-head driving), impacts to fossil fuels (reduced carbon footprint), responsiveness to contractor (citizen) demand / requests and staff productivity.

ARTICLE 7 SENIORITY AND FILLING OF BARGAINING UNIT POSITIONS

Seniority

Section 1. "Seniority" means a city employee's total length of continuous service in a bargaining unit position. Seniority of employees who leave a bargaining unit position due to a temporary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by Section 2 in this Article.

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. Other situations that may impact 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 the purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement.

Section 4. 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 effective date of employee's resignation with the City of Missoula.

Section 5. Nothing in the seniority clause of this contract guarantees any employee the right to a promotion due to a vacancy within the division, however, seniority will be a factor in determining promotions within the department, into higher status, or higher paid positions.

Filling Bargaining Unit Positions

Section 6. Filling vacancies in bargaining unit positions: When a vacancy occurs in a bargaining unit position, the Director of the Public Works and Mobility Department (or designee) shall recruit internally and externally to fill the position. Nothing in this section requires any position to be filled.

Section 7. All bargaining unit employees who meet the minimum qualifications of the position and who apply for bargaining unit positions shall be interviewed as part of the selection process. Selection decisions shall be made on the basis of qualifications and relative abilities. Nothing in this clause restricts the Employer from considering applicants from outside the bargaining unit, however, if two or more bargaining unit employees have substantially equal qualifications and relative abilities and have greater qualifications and relative abilities than all external applicants for the position, the internal applicant with the greatest seniority, as defined in this Article, shall receive a tie-breaker preference.

ARTICLE 8 – PERSONAL PROTECTION EQUIPMENT (PPE)
Section 1. Employer agrees to furnish employees the following clothing and personal protection equipment (PPE) when appropriate for the position. Any clothing purchased by the employee shall be pre-approved by the direct Supervisor and reimbursed with an appropriate receipt:

- City of Missoula Public Works safety / reflective winter coat,
- City of Missoula Public Works safety / reflective type-II &/or III vests,
- One (1) pair muck boots and steel toed boots when appropriate

The above clothing items will be replaced as needed due to wear, damage, fit and/or change in logo/style.

Section 2. Employees shall be responsible to wear appropriate and proper footwear and other clothing to safely perform their job duties.

Section 3. 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 Supervisor or Public Works Director.

ARTICLE 9 – COMPENSATION AND TRAINING

Section 1. Classifications and wage rates shall be as negotiated and set forth in Schedule A.

Section 2. Longevity Pay - In addition to such rates, employees shall be granted longevity pay at the rate of:

Effective July 01, 2022 / FY23, Ten dollars (\$10) 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 Human Resources Manual.

Section 3. Career Ladders - The City agrees to provide Career Ladder opportunities by developing written career ladders that outline specific work elements necessary to promote through the ladder. Such ladders will be developed for the EPEI and SPC positions in FY23 and can be reviewed in Schedule B.

The union agrees to accept the City of Missoula Career Ladder procedure for details on how career ladder moves can be requested, frequency of moving within the ladder (no more than one time per Fiscal Year) and forms used to document justification for such moves.

The union agrees for the term of this contract that any staff in Level II of a career ladder will not be allowed to move to the Sr. Level until January 2024 or later. After the term of this contract, staff may move no more than one time per fiscal year.

Section 4. Training - The City of Missoula reserves the right to determine the training needs of the employees to provide success for each position and will provide training appropriately and accordingly and as it deems necessary. Approved training will allow all costs associated with the certification or training to be paid by the City. This includes cost of travel, when necessary, paid time during the training session and cost of the class.

Section 5. Pay Exceptions - The Supervisor or Public Works Director may request a "pay exception," under City Human Resources policies, for any bargaining unit employee. Such requests may address issues such as:

- demonstrated difficult recruitment and / or retention,
- specialized and / or highly-sought-after employee skills,
- job-market / labor issues,
- other / etcetera

Should the City of Missoula tentatively approve such a request, it shall notify the Union in writing. Implementation of any pay adjustment based on a pay exception request is contingent on the Union's agreement.

ARTICLE 10 - LAYOFF AND RECALL

Section 1. If due to shortage of work or funds, it becomes necessary to lay off any employees, employees shall be selected for layoff based on qualifications, relative abilities and seniority, except that where two or more bargaining unit employees have substantially equally qualifications and relative abilities, the least senior employee in a job classification subject to layoff shall be laid off first.

Recall, defined as reinstatement back into the same position from which an employee was laid off within

eighteen (18) months after the effective date of the layoff, shall be in order of last laid-off, first called back.

Section 2. 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 after eighteen (18) months after the employee's effective lay-off date.

Section 3. If layoff is due to change in the organization, and it becomes necessary for lay off, laid off staff will be placed on the city recall list and have their prior professional experience (such as utility, government, brownfield) education, qualifications and abilities will be considered for All open positions within the city.

See the City of Missoula HR Policy Manual for details on hiring preference from the recall list.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

An employee may be disciplined or discharged only for just cause. The Employer shall follow the Human Resources Policy on disciplinary action and will ensure principles of just cause are followed: reasonable rule, notice, investigation, fair investigation, proof, equal treatment and fair penalty.

ARTICLE 12 – HOLIDAYS

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.:

1. New Year's Day, January 1;
2. Martin Luther King Jr. Day, 3rd Monday in January;
3. President's Day, 3rd Monday in February;
4. Memorial Day, last Monday in May;
5. Independence Day, July 4;
6. Labor Day, 1st Monday in September;
7. Indigenous Peoples/Columbus Day, 2nd Monday in October;
8. Veteran's Day, November 11;
9. Thanksgiving Day, 4th Thursday in November
10. Christmas Day, December 25;
11. State general election day on the 1st Tuesday after the first Monday of November in even numbered calendar years;
12. Any day declared a state legal holiday for all state or 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 City Council of the City of Missoula.

ARTICLE 13 - HEALTH INSURANCE

Section 1. The parties agree to the same health insurance premiums and plan for all 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 14 - ANNUAL LEAVE

Section 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 pay period. 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 one (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 they are 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.

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

Section 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. Part-time employees shall accrue annual vacation leave credits on a pro-rated basis.

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

Section 4. Scheduling of vacation leave will be accomplished by cooperation between the employee and the Department Head or designee. The Employer shall consider both employee's needs and the needs of the Employer when approving or denying vacation leave requests, however, the Employer reserves the right to approve or deny all vacation leave requests.

Section 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 which 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 their 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, if the employee has worked the qualifying period set forth in Section 2-18-611, 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.

ARTICLE 15 - SICK LEAVE

Section 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.

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

Section 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 they terminate their employment with the city. Where an employee transfers between departments or agencies within the City government, the employee 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 and transferred with the employee.

Section 4. Whenever the Department Head or designee, in consultation with the Human Resources Department, has reason to believe that an individual employee might be abusing sick leave, the employee using sick leave may be required to substantiate or provide documentation for this usage. 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 abuse of sick leave.

Section 5. 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 Department Head or designee. 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.

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

Section 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.

Section 8. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in Section 3. 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 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.

Section 9. Any employee intending to make proper use of approved sick leave shall notify the Department Head or designee 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 16 - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure:

Section 1. 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.

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 verbally 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 written grievance must identify the particular provision or provisions of the contract allegedly violated, the facts upon which such alleged violation are based, and the proposed remedy for the alleged contract violation. 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 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 Sections 3-5 of this Article.

Section 2. If a grievance is not presented or advanced within the time limits set forth above, it shall be considered waived. The time limits in any step of the above grievance procedure may be extended by mutual written agreement of the Employer and the Union.

Arbitration:

Section 3. 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.

Section 4. 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.

Section 5. 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.

ARTICLE 17 - PROBATIONARY PERIOD

All new employees shall serve a six-month probationary period. This six-month probationary period may be extended up to one year upon written notice to the employee by the Employer. 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 layoff.

ARTICLE 18 - NON-DISCRIMINATION

Section 1. The Employer agrees to not discriminate against any employee for their activity on behalf or, or membership in, the Union.

Section 2. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination.

Section 3. The provisions of the 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, vaccination 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.

Section 4. Both the Employer and Union are committed to a Just, Equitable, Diverse, and Inclusive partnership free of systemic and structural inequalities and honors individualities, as adopted in Resolution 8533

Section 5. The Union recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer.

ARTICLE 19 - 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 20 - TERM OF AGREEMENT

This Agreement shall remain in force and effect from July 1, 2022, through June 30, 2023, 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 before the date of expiration.

SCHEDULE A- COMPENSATION MATRIX FY23

Wages from July 1, 2022 to December 31, 2022 will receive a \$1.25/hour COLA on the base rate staff held as of 6/30/2022. Such wages will be paid retroactive upon the ratification of this contract.

For staff who moved within their Career Ladder between July 1, 2022 and December 31, 2022, their Career Ladder wage increase will be calculated as 5% of the new wage after the \$1.25/hour COLA and is retro from the actual date of Career Ladder move approval.

Wages as of January 1, 2023 are as follows:

EPEI

Level I:	\$30.00/hour
Level II:	\$32.00/hour
Level III:	\$36.30/hour

SPC

Level I:	\$30.50/hour
Level II:	\$33.55/hour
Level III:	\$36.91/hour

Engineering Coordinator	\$25.50/hour
-------------------------	--------------

SCHEDULE B – CAREER LADDER DETAILS

Position Specific Career Ladder Criteria

Position: Engineering Plans Examiner and Inspector

Career Ladder Specifications

A. Level I

Incumbents in this level are typically newly hired staff or may be longer term staff who have not yet met the requirements to move to higher levels within the career ladder.

Work Elements:

- Meet all minimum education/experience qualifications as listed in the Job Description
- Complete the job specific orientation and training

B. Level II

Incumbents in this level typically possess a minimum of one full year of experience working with City Public Works & Mobility Department, must foster a culture strong in professionalism, adhere to City Engineering standards and specifications, and support a positive team environment.

Work Elements:

- Meet all requirements of Assistant level
- Conduct construction site inspections and SWPPP implementation for compliance with Public Works and Engineering safety regulations
- Review approved plans and inspect contractor designed Work Zone and Temporary Traffic Control Plans
- Conduct technical review of *residential and commercial* construction and development plans to ensure compliance with local, state, and national Public Works and Engineering safety regulations and requirements
- Review and approve building and zoning permit applications for compliance with Public Works and Engineering safety regulations and requirements
- Complete construction site storm water management training and post construction stormwater management training
- Understand public and private easements and the processes to establish or vacate
- Develop familiarity with the submittal, review and approval processes for acquiring permits for construction and development within the City
- Assist subject matter experts in the following areas: easements, stage process, permitting, traffic control, sidewalks, and utilities
- Conduct independent inspection of surface and utility infrastructure
- Obtain Traffic Control Technician certification for review and approval of the design and function of Construction Work Zones and Temporary Traffic Control Plans and street closures
- Obtain Paving Inspector Certification
- Obtain American Concrete Institute certification
- Develop familiarity with Accela Automation and City permitting/record keeping

C. Level III

Incumbents in this level typically possess a minimum of three full years of experience working with City Public Works & Mobility Department, 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.

Work Elements:

- Perform all tasks in the Associate level
- Conduct independent, technical review of *complex* construction and development plans to ensure compliance with local, state, and national Public Works and Engineering safety regulations and requirements
- Perform as a subject matter expert for reviewing and approving infrastructure in any of the following technical areas: Sanitary Sewer, Water, or Stormwater Infrastructure, Dry Utilities (electric, gas, fiber), Surface and Mobility Infrastructure, Plan Review, or other area approved by the Supervisor
- Communicate and coordinate with other divisions and departments for reviewing and approving construction plans, development reports, easements, encroachments, and leads vacations of private and public land
- Represent City Engineering and participate in Plan Review Team (PRT) meetings
- Coordinate with City Engineers to ensure all designed infrastructure meets codes and regulations and are installed in compliance with Public Works and Engineering safety regulations and requirements
- Perform as the project lead for large private developments and construction that include publicly managed and owned infrastructure
- Coordinate independently the shared-review of infrastructure plans, ensuring State approval of water and sewer infrastructure, necessary Department approvals including Fire, Parks and Recreation, GIS, MRA, etc.; advise on the approval of Release-for-Construction plan sets; and coordinating City acceptance of the public infrastructure and project close-out for GASB reporting

Position: Surface Project Coordinator

Career Ladder Level Competency Criteria

D. Level I

Incumbents in this level are typically newly hired staff or may be longer term staff who have not yet met the requirements to move to higher levels within the career ladder.

Work Elements:

- Meet all minimum education/experience qualifications as listed in the Job Description.
- Complete the job specific orientation and training.

E. Level II

Incumbents in this level typically possess a minimum of one full year of experience working with City Public Works & Mobility Department, foster a culture strong in professionalism, adhere to City Engineering standards and specifications, and support a positive team environment.

Work Elements:

- Perform all work listed in the Assistant level
- Obtain and maintain Traffic Control Flagging and Work Zone Technician certifications for the purposes of reviewing design and function of Traffic Control Plans for construction work zones and closures
- Coordinate with Transportation Planning and Engineering staff to create conceptual designs, analyze functional and safety components, and initial cost estimates for a Surface Engineering CIP project
- Familiarize oneself with Street Division maintenance activities, such as concrete installation, chip sealing, snow removal, and striping
- Attend meetings, such as Public Infrastructure Review Team, Public Works Committee, neighborhood public meetings, etc. to present surface transportation project information
- Conduct site investigations and inspections of surface improvements for Capital Improvement Program (CIP) projects, ensuring the constructed improvements adhere to approved design, standards, and specifications
- Review and provide comments on transportation engineering designs submitted by consultants ensuring requirements to codes, standards, safety, along with federal and state laws / guidelines are achieved
- Assist the Surface Project Manager with all project management duties for a CIP project, including hiring and managing a design consultant and contractor to complete the design and construction work
- Communicate, coordinate, and facilitate surface transportation work with other divisions and departments and review work produced by other group/division/department personnel as assigned/requested
- Obtain strong working knowledge of plan review process, Accela permitting software, Construction Project Assessment Program (CPAP), infrastructure plans
- Maintain, provide interpretation, and update the Missoula City Public Works Standards and Specifications Manual, design deviation requests, and Missoula Municipal Codes pertaining to engineering requirements, policies, and processes

- Review and provide comment on surface design plans, reports, cost estimates, and specifications for development projects
- Assist subject matter experts in all the following areas: hazardous sidewalks, curb ramps, multi-modal infrastructure, right-of-way/easement vacations, ADA requirements, PROWAG guidelines
- Obtain ACI Concrete Flatwork Associate training and certification

F. Level III

Incumbents in this level typically possess a minimum of three full years of experience working with City Public Works & Mobility Department, have a complete understanding of City of Missoula Transportation Plans, Policies, Strategic Goals, Laws, Standards, Specifications, and Regulations; foster a culture strong in professionalism; and support a positive team environment.

Work Elements:

- Perform all work listed in the Associate level
- Obtain Public Works Infrastructure Inspector certification and/or equivalent certification(s)
- Obtain and maintain Traffic Control Supervisor certification for designing Traffic Control Plans for construction work zones and closures
- Conduct independent site investigations/inspections of surface infrastructure
- Review, comment, and/or provide information, independently, to Street Division staff for maintenance activities, such as concrete installation, chip sealing, snow removal, and striping
- Attend meetings, such as Public Infrastructure Review Team, Public Works & Mobility Committee, neighborhood public meetings, etc. to present surface transportation project information, make recommendations, and provide feedback supporting the interests and requirements of Surface Engineering and its projects
- Coordinate with citizens, consultants, contractors, Transportation Planning staff, and other stakeholders to improve transportation system efficiency, safety, and connectivity for all transportation modes
- Conduct all project management duties independently for a CIP project including managing budget, funding, hiring, and managing a design consultant and contractor to complete the design and construction work, and running the Construction Project Assessment Program (CPAP) software
- Perform as a subject matter expert for reviewing and approving infrastructure in any of the following technical areas: hazardous sidewalks, curb ramps, multi-modal infrastructure, right-of-way/easement vacations, ADA requirements, PROWAG guidelines
- Communicate effectively and coordinate with the Surface Projects Manager and City Engineers to ensure all designed infrastructure meets codes and regulations and are installed in compliance with Public Works and Engineering safety regulations and requirements
- Perform as the Project Lead for the Public Infrastructure Review Stage Process for City CIPs - soon to be converted to the PWI Permit in Accela, including coordinating the shared-review of infrastructure plans, obtaining Department approvals including Fire, Parks and Recreation, GIS, MRA, etc., advise of the approval Release-for-Construction plan sets, managing City acceptance of the public infrastructure, and project close-out

