

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF MISSOULA AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, DISTRICT W24, LOCAL 88

JULY 1, 2023 THROUGH JUNE 30, 2027

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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 International Association of Machinists and Aerospace Workers District W24, (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 wages, hours, fringe benefits, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, fringe benefits, and other conditions of employment for the Fleet Maintenance Division of the Central Services Department, except for the Manager or directors, supervisors, clerical/office employees, and part-time custodial workers.

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 any employee be penalized in any manner for any normal Union activities.

Section 2. Union Membership: All employees herein referred to may be members of the Union in good standing or may become members after the beginning of employment. Employer will remain neutral and will not encourage or discourage Union membership and will direct to the designated Union Representative any questions raised by bargaining unit employees regarding Union membership, dues or fees. Employer shall provide the Union written notification of newly hired employees and provide the designated Union representative thirty (30) minutes to meet with newly hired employees during paid work time. Such notification shall be made as soon as possible but no later than the third day of employment.

Section 3. Dues Deduction: In accordance with 39-31-203, MCA, if an employee provides clear and affirmative written authorization to have Union dues deducted and delivered to the treasurer of the exclusive representative, the Employer shall execute delivery of such deductions until and unless the employee revokes such authorization in writing within the appropriate window period established by the Union.

The Union shall indemnify, defend and hold the Employer harmless against any claims or suits instituted against the employer resulting from payroll deduction for Union dues.

Section 4. Employees at the Bargaining Table: The Employer agrees that one representative from the bargaining unit 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, Whenever possible, designated Union Representatives shall notify appropriate City Manager or division support staff of their intent to access work sites.

ARTICLE 4--HOURS OF WORK

Section 1. Eight (8) hours and forty (40) in five (5) days or ten (10) hours and forty (40) in four (4) days shall constitute a week's work. Schedules shall be approved by management in advance of working. Section 2. Employees required or permitted to work more than forty (40) hours in a work week or more than eight (8) hours in a day, or more than ten (10) hours in a day for an employee working a "four-tens" schedule, shall receive either compensation for the overtime at the rate of 1 & 1/2 times the employee's regular hourly rate or compensatory time at the same rate. The employee must declare in writing OT/Comp election form, whether the employee desires overtime pay or compensatory time. Compensatory time balances may not exceed one hundred twenty (120) hours. Once an employee's compensatory time balance reaches 120 hours, any additional overtime shall be paid as set forth above. All overtime and/or compensatory time must be approved by the employee's immediate supervisor.

Section 3. Employees shall be given eight (8) hours' notice as well as an eight (8) hour break before being rescheduled to an irregular or temporary shift. Any employee rescheduled without proper notice shall be paid at the overtime rate for the irregular or temporary shift. However, if a rescheduling is for more than one irregular or temporary shift, proper notice will be assumed for the remainder of the assignment.

Section 4. Fleet Maintenance employees shall report for work each working day, Monday through Friday, unless they have been notified by the Employer not to report to work the following day. The normal work week shall be scheduled for Monday through Friday.

ARTICLE 5-CLOTHING AND ALLOWANCES

The Employer agrees to furnish and maintain the following clothing items:

Fleet Maintenance Department: The City will provide Employees with safety vests and five (5) pair of coveralls or five (5) uniforms as needed for each mechanic. City will provide one reflective winter coat every two years if necessary to replace. Fleet Maintenance mechanics shall individually have an option each year prior to when orders are placed to select either coveralls or uniforms from a uniform and/or cleaning service provider selected by the City. Fleet Maintenance employees will receive clothing allowances of \$300.00 for FY24 plus an additional \$15.00 each successive year of the agreement. Reimbursements by appropriate receipt.

The City will have cutting goggles available for the workers and provide welding gloves to each employee when necessary for work performance.

The City will provide up to a maximum of \$400.00 every two years (odd-numbered calendar years) for prescription safety glasses in Fleet Maintenance, as well as \$200.00 every two years (even-numbered calendar years) for prescription glass lenses contingent on division head approval.

Reimbursements for clothing shall be paid in the same or following pay period that receipts were submitted. The Employer agrees to reimburse employees \$32.50 per month during the term of this contract for employees' use of personal cell phones for work related purposes.

ARTICLE 6--SENIORITY DEFINED

Section 1. "Seniority" means a city employee's length of continuous service with Fleet Maintenance Division of Central Services for which they are employed and are represented as a member of the bargaining unit. 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 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.

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, 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:

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;

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;

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;

The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for

justifiable cause, and retirement;

The Employer shall post a seniority roster on July 1 of each year. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made; 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 within thirty (30) days of his/her ability to return to work and must express his/her 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.

Section 2. The Employer shall consider seniority, qualifications and relative ability when filling vacancies in bargaining unit positions. It is recognized by the parties that when qualifications and ability are relatively equal, seniority within the Division can be a deciding factor in the filling of job vacancies in the employ of the Division wherein the vacancy exists.

ARTICLE 7--WAGES

Classifications and wage rates shall be as negotiated and set forth in Schedule A. In addition to such rates, employees shall be granted longevity pay at the rate of:

Effective July 1, 2023 Eleven dollars (\$11.00) per month for each full year of service with the City.

Effective July 1, 2024 Twelve dollars (\$12.00) per month for each full year of service with the City.

Effective July 1, 2025 Thirteen dollars (\$13.00) per month for each full year of service with the City.

Effective July 1, 2026 Fourteen dollars (\$14.00) 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 Manual.

The pension contribution in lieu of wages applies to the hourly wages in Schedule A. The City agrees to make pension contributions in lieu of wages to the IAM National Pension Fund subject to terms and conditions outlined in the attached standard contract language. The Employer agrees to contribute to these funds (in lieu of wages), whatever amounts are voted upon by unit members each year. The unions agree to notify the employer in writing regarding these amounts sufficiently in advance of payroll implementation of these changes. It is understood that overtime will be calculated by backing out the pension payment prior to calculating the overtime wage.

Effective December 1, 2019 ("Adoption Date"), Employer will contribute to the fund under the schedule of additional contribution rates required under the preferred schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the "2019 Rehabilitation Plan"), which is hereby incorporated by reference. These contributions will be implemented by the City in a manner that is consistent with the way it implements all other pension contributions (in lieu of wages),

ARTICLE 8--WINTER AFTERNOON/NIGHT SHIFT

For the purpose of repairing snow removal equipment and covering departmental needs, the City of Missoula may request a winter night shift to ensure quick repairs of snow removal equipment. The following provisions will apply to the winter night shift:

A sign-up sheet will be posted a minimum of three weeks prior to the start of the winter shift change and all employees will have an opportunity to bid on the shift based on seniority. The most senior employee(s) on the sign-up sheet will be assigned to the shift. If an insufficient number of employees bid for the shift, assignment will be made to the least senior employee.

Employees are not eligible to bid or work the winter night shift until they have completed the 180 calendar day probationary period.

Assignment will be made, and employees notified a minimum of one week prior to the start of the winter night shift. If less than one-week notice is provided, employees working the shift will be paid double time for the first shift worked.

Management has the right to assign lead positions on the winter night shift based on qualifications without regard to seniority or individual preference.

If an individual/employee chooses to withdraw their bid on a posted shift, they can do so in the 5-day period prior to the start of the new shift.

In an effort to have continuity of service for emergency vehicles, a Mechanic/Technician assigned to working on Police vehicles will not be required to work the winter afternoon/night shift regardless of seniority. This may require an employee with the next higher seniority to work the winter afternoon/night shift.

ARTICLE 9--LAYOFFS

Section 1. Fleet Maintenance Mechanics: If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, those with the shortest period of continuous service shall be laid off first. Recall shall be in the order of last off, first on.

Section 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 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. The employer may recall laid off employees by telephone for winter storm callback as it is able to locate them by attempting to locate them in reverse order of layoff and a seventy-two (72) hour letter provision and its accompanying timely respond provision are hereby deemed waived and not applicable.

ARTICLE 10-EMERGENCY CALL BACK AND OVERTIME

Section 1. Fleet Maintenance Mechanics: In order to have employees available to respond to winter conditions on weekends and nights, the Division shall establish a voluntary stand-by list. Mechanics shall voluntarily sign up on the list for a weekend and/or a holiday during the winter season. When more than one person signs up to be on stand-by for a weekend and/or holiday, the most senior person shall receive the stand-by pay. Employees actually placed in weekend stand-by status shall be compensated at the rate of six percent (6%) of their regular hourly rate per hour for each twenty-four-hour period of the weekend for the term of this contract.

Section 2. Employees called out for work on assigned days off for employees reporting for scheduled work shall receive a minimum of four (4) hours work or four (4) hours pay.

Employees called back for work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of two (2) hours work or two (2) hours pay. If an employee is called back 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 employee so that only the normally scheduled work hours for the day will be worked.

Section 3. Overtime Policy: Overtime will commence at 7 minutes past the scheduled shift time and will be paid in 30 minute intervals. All overtime must be authorized.

ARTICLE 11--DISCIPLINE AND DISCHARGE

An employee shall not be disciplined or discharged without just cause, subject to the grievance procedure.

ARTICLE 12--HOLIDAYS

Employees shall be granted a day off with pay at their regular hourly rate (including ASE, AWS, ASME incentives) for each of the following holidays: New Year's Day, January 1;
Martin's Luther King Day, the third Monday in January;
President's Day, the third Monday in February;
Memorial Day, the last Monday in May;
Juneteenth – National Freedom Day June 19th
Independence Day, July 4;
Labor Day, the first Monday in September;
Indigenous People's Day, the second Monday in October;
Veterans' Day, November 11;
Thanksgiving Day, the fourth Thursday in November;
Christmas Day, December 25;
State general election day on the first Tuesday after the first Monday of November of even numbered calendar years.
Any day declared a holiday by the Montana State Legislature for local government employees; 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 City Council of the City of Missoula.

Holidays falling on a Saturday shall be observed and paid for on the prior Friday and any holiday falling on a Sunday shall be observed and paid for on the following Monday. If the observed holiday falls on the normal scheduled day off, the employee shall receive holiday paid time off on the Thursday before or the Tuesday following.

Employees required to work on any of the above observed holidays shall receive Holiday pay and be paid the overtime rate of one and one half (1 ½) the regular rate for all hours worked on the Holiday.
Employees working ten (10) hour shifts during the pay period which the holiday falls shall receive ten (10) hours of Holiday pay.

ARTICLE 13--HEALTH INSURANCE

Section 1. The City shall provide the same medical and dental insurance benefits as provided to other City employees under the City's self-funded health benefit plan.

Section 2. Effective January 1, 2024, the Union agrees to accept increases in employee only, spouse/partner and/or dependent(s) contributions, up to a maximum of twenty-five dollars (\$25) per month per plan year provided these increases/plan changes are approved by the City Council and in effect for all other City employees and provided further that the City's contribution increase is, at a minimum, the same increase apportioned to the employee.

Section 3. The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes

that result in added plan design cost for the employee (such as deductible, out of pocket max and co-insurance) prior to approval by City Council. The City shall notify the Union when changes to benefit plan design are being considered. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.

Section 4. Upon expiration of this Agreement, insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions shall not be changed without first engaging in collective bargaining.

Section 5. The City agrees to work with the Union on premium and benefit issues through the Employee Benefits Committee (EBC). The Union shall appoint one (1) bargaining unit member to the EBC. It shall be the EBC Chair's duty to notify the Bargaining Unit representative of all-EBC meetings

ARTICLE 14-LEAVES OF ABSENCE

Bargaining unit employees shall be provided all of the City leave benefits covered in the Human Resource Policy Manual. In the event the City makes any improvement to these leave policies during the term of this agreement, bargaining unit employees shall receive the same improvements.

Vacation Leave

Section 1. As provided by state statute, vacation and sick leave credits are earned at a yearly rate calculated in accordance with Montana Code Annotated (MCA), which applies to the total years of an employee's employment with any Montana state, city, county or any political subdivision of the State of Montana whether the employment is continuous or not.

Section 2. An annual vacation calendar for each division 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, provided that the leave request is for more than five (5) days of vacation leave. Request for five (5) days or less need not be recorded within this sixty (60) day time period, but shall be made at least one week prior to the start of the requested vacation leave and shall be arranged upon mutual agreement between the shop Manager and employee on a first-come first-serve basis. The shop Manager 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 in any way without mutual agreement between management and any/or all affected employees unless the Mayor or City Council declares that an emergency exists.

Sick Leave

Section 1. Eligibility Regular, seasonal and temporary employees continuously employed for the qualifying period of 90 calendar days are eligible to use earned sick leave and are eligible for payment for unused sick leave credits upon termination.

Section 2. Rate of Accrual

<u>Period of Employment</u>	<u>Per Year</u>	<u>Hourly Accumulation Rate</u>
All years of continuous employment	96 hours	.04615

Regular, seasonal and temporary full-time and part-time employees shall earn sick leave credits on a pro-rated basis according to the actual number of hours worked in a pay period. Short Term Workers do not accrue sick leave.

Each full-time employee shall earn sick leave credits from the first full day of employment at the rate of one working day per month without restriction on the number of hours that may be accumulated. Proportionate

sick leave credits shall be earned and credited at the end of each pay period, and parttime and intermittently scheduled employees will earn sick leave on a pro-rated basis. An employee shall not accrue sick leave credits during a leave of absence without pay. No sick leave with pay will be granted in advance of credits earned.

Section 3. Use of Sick Leave

Sick leave credits may be granted for:

- Illness or non-work related injury of the employee.
- Illness, injury, or death in the employee's immediate family requiring the employee's personal attendance. Immediate family shall mean spouse or domestic partner, parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee, and all corresponding in-law relations.
- Quarantine for contagious disease control, provided that certification is obtained from the attending physician.
- Leave when the employer determines it is in the best interests of the department or work unit, and public health that the employee remain home while actively symptomatic of a contagious illness.
- Maternity related disability, including prenatal and postnatal care, birth, miscarriage, abortion, or other medical care for either the employee, child or spouse.
- Doctor or dental appointments for treatment of the employee's illness, injury, or preventive care. When possible, the employee's supervisor shall be notified at least 48 hours in advance.
 - To attend or make arrangements for a funeral of a member of the employee's immediate family or, at the supervisor's discretion, another closely related individual, for a period of time not to exceed 10 consecutive working days.
- The placement of a child for adoption or foster care of a child.

Section 4. Sick Leave on Holidays and Scheduled Vacations

Sick leave taken on a legal holiday shall not be charged against an employee's accumulated sick leave for the legal holiday. Exceptions may be made for employees scheduled to work the holiday (i.e. public safety employees who are regularly scheduled to work.) Proper medical certification may be required to substantiate such illness. With the supervisor's approval, an employee may substitute sick leave for vacation leave if the employee becomes sick while using approved vacation leave.

Section 5. Reporting

Absences that necessitate use of sick leave shall be reported by the employee to the supervisor or department head as soon as practical. Failure to report such leave within two hours of the employee's regularly scheduled starting time may be considered an unapproved absence and it will be the supervisor's prerogative to approve leave without pay or to require the use of any accrued paid leave. Such unapproved absences are grounds for disciplinary action, including dismissal.

Section 6. Payment on Termination

Upon termination, an employee who has worked the qualifying period shall be paid an amount equal to $\frac{1}{4}$ (one quarter) of the amount attributed to the accumulated sick leave. Payment for accumulated sick leave shall be computed based on the employee's regular rate of pay at the time of separation from the City.

Section 7. Abuse of Sick Leave

Abuse of sick leave may be indicated by sick leave that is frequent, habitual, or excessive, suggests a pattern of usage, or if the supervisor has reason to believe the employee may be misrepresenting reasons for using sick leave. Abuse of sick leave may be cause for dismissal or other disciplinary action 33 including forfeiture of payment for any accumulated sick leave.

Section 8. Medical Certification

Medical certification may be required at any time to substantiate usage of sick leave by the employee, with the

approval of the Human Resources Department and the department head. Employees using sick leave that exceeds three (3) consecutive workdays may be asked to furnish medical certification of illness. The Department of Human Resources may require medical certification of an employee's fitness for duty, or fitness to return to duty. A fitness for duty statement or medical certification form may be required when an employee is returning to duty following an absence due to injury, or whenever the department head or supervisor has reason to question the employee's ability to perform all essential duties of their job, without restrictions or without risk of injury to self or others. All medical certification information will be maintained by the Human Resources Department and treated as confidential personal health information.

Donated Leave Bank

Employees who are eligible to use accrued sick or vacation leave may donate sick and vacation leave hours to the Donated Leave Bank. The Donated Leave Bank is for employees, who do not have sufficient leave credits to remain in an active pay status during an extended absence due to personal illness, injury, or medical disability. Donations of leave will be administered by the Human Resources Department. Forms are available from the Human Resources Department.

Section 1. Donor Eligibility and Procedure

To be eligible to donate leave, an employee must be eligible to use the type of leave they are donating and have a minimum balance of 160 hours of the type of leave they choose to donate (annual or sick leave) remaining after their contribution. Minimum leave balances will be prorated for part-time employees. An employee may contribute up to 120 hours of sick leave and unlimited hours of annual leave during the calendar year.

The Human Resources Department will send an all-staff email, at minimum one time per year, or more frequently if necessary to ask for donations to the Donated Leave Bank. Staff need not wait for such email to donate.

Staff interested in donating leave must complete the donated leave form, available from the Human Resources Department. All donated leave is immediately forfeited and may not be returned once the signed form is submitted to Human Resources. Donated leave will be removed from the donor's accrued leave balance within two weeks from receiving the form. Donations may not be given directly to individual staff members.

Section 2. Requesting Donated Leave Eligibility and Procedure

To be eligible to receive donated leave an employee must have:

- A personal qualifying condition as described in the Sick Leave policy that results in an absence of at least five (5) consecutive working days. Donated leave would be eligible for use upon the 6th work day assuming exhaustion of all personal leave has occurred by this date. Donated leave cannot be used to care for qualifying family member's needs, it is to be used only for personal sick leave purposes.

AND

- Must have exhausted all other accrued paid leave and compensatory time (new employee not yet able to use leave would qualify);
- Must not be receiving Worker's Compensation benefits for the leave requested;
- Must not be on a current corrective or disciplinary action for excessive absenteeism or abuse of sick leave;
- Must not be in a leave without pay status granted for a reason other than extended illness;
- And must have the supervisor's approval for the leave.

Human Resources will determine an employee's eligibility for the use of donated leave and may require medical certification.

Requests for donated leave will be made to the Department of Human Resources. A supervisor may seek donated leave on behalf of a qualifying employee who is otherwise unable to do so for themselves.

Regular, temporary and seasonal, full-time employees may receive up to 240 hours of donated leave during a 12 month period. Donated leave will be prorated for, part-time and intermittently scheduled employees. All donated leave given is dependent upon the Donated Leave Bank having a balance at the time of need.

In the event the bank does not have an adequate balance to make donations, the employees withing the fleet services bargaining unit may voluntarily contribute to a bargaining unit leave bank and request to pull sick leave hours from this leave bank. Employees receiving donated leave must mark their timesheets as LWOP and payroll will apply any donated leave appropriately for such days.

Paid Parental Leave

Statement of Policy

It is the policy of the City of Missoula to provide Paid Parental Leave (PPL) to eligible employees due to the birth of an employee's child or the placement within an employee's home of an adopted child. This policy will run concurrently with Family Medical Leave (FML) when the employee is eligible. This policy is for pregnancy complications, childbirth or adoptions occurring on or after January 23, 2023 (date City Council approved staff taking action of creating this policy).

Section 1. Reason for Policy

The City of Missoula recognizes the importance of taking time during a difficult pregnancy and bonding with and caring for newborn(s) and/or adopted children. This policy aims to provide eligible City employees with PPL, encouraging employees to bond and care for a new child, while supporting the financial well-being of families during that time. PPL policy gives parents additional flexibility and time to care for themselves, bond with their new child, adjust to their new family situation, and balance their work obligations. Flexibility and family-friendly policies are essential as the workforce continues to change. Such policies are critical for the City of Missoula to attract and retain the best staff, achieve Justice, Equity, Diversity, and Inclusion goals, and continue to meet the organization's Vision.

Section 2. Eligibility

Eligible employees are Regular and Seasonal Full-Time, Part-Time and Intermittent status employees (Short Term Workers, Interns, and Temporary Employees are not eligible), employed, in an active paid status, for at least six (6) consecutive months immediately prior to request for leave.

Section 3. Benefit

An eligible employee is entitled to a maximum of six (6) continuous work weeks (maximum of 240 hours) of PPL in a twelve (12) month period. PPL is in addition to, and not a replacement for, any other leave for which an employee is eligible. An employee may not use both PPL and their own leave accrual for the same period of leave. A work week shall be defined as an established seven (7) day period beginning on the first date of leave. A week counts toward the six weeks, regardless of the number of shifts within that week, up to the maximum number of hours allowed per policy. No employee may be absent on PPL for more than six (6) weeks (maximum of 240 hours) in a twelve (12) month period, regardless of work schedule.

1. PPL may be taken upon medical advice due to complications with a pregnancy, the birth or adoption of children under the age of 18.
2. PPL will be paid at 100% of the employee's regular pay rate for hours missed during the leave period based on their regular schedule, not to include any overtime hours. Part Time and Intermittently Scheduled employees will receive a weekly benefit based on average hours paid per week in the prior 6-month period, not to include any overtime hours.
3. PPL may only be taken continuously. Intermittent use of PPL will not be approved.
4. Except for when PPL is used for pregnancy complications, PPL must be taken within six (6) months of the birth or adoption of the child(ren).
5. Multiple births or adoption (for example, twins) does not increase the length of PPL granted.
6. Any PPL not used within six (6) months will expire and may not be banked for future use. Unused PPL does not carry any cash value and will not be paid out.

7. Staff are not required to use PPL. Such benefit is available only upon request.
8. PPL may not be donated to the City's Donated Leave Bank.
9. Vacation and sick leave benefits will continue to accrue during the period of PPL.
10. The City will continue to pay its share of the health insurance costs during the PPL. Premium payments for dependents will continue to occur through payroll deduction.
11. For staff who qualify for FML, PPL shall count toward the total twelve (12) week leave benefit. However, if both parents, including established domestic partners, are employed by the city, they may both qualify for PPL. However, when both parents work for the City, they are approved for a total of twelve (12) weeks to share between them. PPL offers up to six (6) weeks of paid leave per parent but does not grant exceptions to the rule of sharing FML leave between such parents.
12. If a holiday occurs during PPL, the employee shall be paid for the legal holiday, which will count toward the six (6) weeks and maximum hours of leave and does not extend the paid leave period.
13. If PPL is taken during the employee's probationary period, the leave will not be considered time worked, and the employee's probationary period may be extended by the length of PPL taken.
14. A fraudulent request for Paid Parental leave is grounds for discipline, up to and including discharge.
15. Requests for exceptions to the above rules 1-14 may be made ~~direction~~ to the Human Resources Department.

Section 4. Procedure

1. Employees wishing to use PPL must submit the PPL Request form to the Benefits Specialist, signed by their supervisor ideally 30 days before first day of use to ensure coordination with other benefits, including FML.
2. Actual date of birth/adoption must be provided to HR within one week following event.
3. The Human Resources Department will coordinate the use of PPL with other approved leave requests, including FML and provide the necessary notifications for approval/denial
4. Employees approved for PPL will ensure such time away is designated on their timesheet as PPL
5. Payroll coordinators will ensure employees out on PPL have indicated such time on their timesheets prior to approving and sending them to Payroll for processing.
6. HR will track all PPL leave.

Family and Medical Leave

The Family and Medical Leave Act (FMLA) requires covered employers to provide up to twelve (12) weeks of either paid or unpaid, job-protected leave to eligible employees for certain family and medical reasons.

Section 1. Eligibility

To be eligible for use of Family and Medical Leave (FML), an employee must have been employed by the City of Missoula a cumulative total of 12 months prior to leave and have worked 1,250 hours (exclusive of vacation, sick leave and holidays) in the 12 months preceding the leave time. The 12 months of employment need not be consecutive months. The 1,250 hours includes only those hours actually worked. Paid leave and unpaid leave, including FML leave, are not included.

Section 2. Use of Family and Medical Leave

Employees are entitled to FML for one or more of the following reasons:

1. The birth of a child, and to care for that child;
2. Placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
3. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
4. A serious health condition that makes the employee unable to perform the functions of the employee's job.
5. An eligible employee with a family member who is on, or about to be placed on active military duty with a "qualifying exigency"; and
6. An eligible employee is entitled to 26 work weeks of unpaid leave to care for a family member injured while on active military duty.

7. Spouses employed by the same employer are limited to a combined total of 12 work weeks of family leave for the following reasons:

- a. Birth and care of a newborn child;
- b. For the placement of a child for adoption or foster care, and to care for the newly placed child; and
- c. To care for an employee's parent who has a serious health condition;
- d. To care for a family member injured while on active duty (entitled to a combined 26 work weeks).

Section 3. Family and Medical Leave Procedure

A. Employees must request the use of Family and Medical Leave from their department/division head by completing a FML Request Form which can be obtained from the HR Department. HR will request a medical certification from a health care provider be required to support a request for FML due to the employee's own serious health condition or that of a family member, except for leave requests for the birth of a child, bonding with a new child or placement of a child for adoption or foster care. Medical certification reflecting fitness for duty will be required when an employee returns to work from FML leave due to the employee's own serious health condition. Any communication with medical care providers regarding requests for medical certification or fitness for duty will be conducted by the Human Resources office.

B. FML may be taken in a single block of time, or, if medically necessary, on an intermittent basis or on a reduced work schedule. When the leave is taken for childbirth or placement of a child for adoption or foster care, intermittent or reduced leave schedules are subject to employer approval. FML taken for the birth or placement of a child must be within one year (12 months) of the birth or placement.

C. Employees are required to provide at least a 30-day notification to Human Resources Department of intent to use Family or Medical leave when the leave is foreseeable. When the leave is not foreseeable, notice needs to be given "as soon as practicable." "As soon as practicable" generally means within two (2) business days of the employee learning of the need to take FML.

D. Employees may use their sick, vacation or compensatory time for all or part of the 12-week period. Once an employee has exhausted his/her own sick, vacation or compensatory time, the employee may request donated leave, or the rest of the 12-week period may be unpaid.

E. Employees may request FML for up to twelve (12) weeks in a twelve (12) month period. The twelve (12) month period shall start on the date the employee first begins coverage under the FMLA and will end 12 months after the beginning date of the leave.

F. Employees using FML shall be reinstated to their original job or to an equivalent position with equivalent pay providing they return to work at the end of the leave period.

G. During the 12 weeks of leave, the employee shall receive health insurance coverage according to the terms and conditions that are in effect during the time the employee is using leave.

H. The City's Paid Parental Leave will run concurrently with Family and Medical Leave.

I. FML may be designated to an employee who is absent more than three consecutive workdays due to a work-related injury.

Leave Without Pay

A leave of absence without pay (LWOP) may be granted to employees with supervisor approval, normally for no more than 90 work days per calendar year. Requests for leave without pay for medically related reasons will first be considered under FML. LWOP is normally only granted when all other types of accrued leave have been exhausted or are not available for use. Use of LWOP for circumstances that exceed 90 days must have Department Director and Human Resource Director approval. Requests for LWOP shall be submitted in writing by the employee to the supervisor stating the reason for the leave and the length of time off requested. Approved leave requests shall be forwarded to the Human Resources Department for record keeping. Leave benefits will not accrue during periods of LWOP. Leave accrues only based on paid time.

If an employee uses more than 90 work days in a calendar year, when not covered under FML or Workers' Compensation, they risk losing the City's contribution toward health insurance for full time employees. Per the City health insurance plan document, full time employees must work an average of 30 hours per week to earn

the full time City contribution.

Upon return to duty, the employee shall be placed in the same position and rate of pay to which the employee was entitled prior to the leave unless otherwise agreed to by the employee, the department, and the Human Resources Department.

Military Leave

The City of Missoula will comply with state law and the Uniformed Services Employment and Reemployment Rights Act (USERRA), which provides job protection and rights of reinstatement to an employee who is a member of the organized militia of Montana, (National Guard) or who is a member of the organized or unorganized reserve corps or armed forces of the United States.

A City employee who has been an employee for a period of at least six (6) months must be given leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service. Upon becoming eligible during a calendar year, the employee receives 120 hours of paid leave. Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year but may not exceed a total of 240 hours in any calendar year.

City employees may choose to use vacation, compensatory time, accrued holiday leave or be placed on leave without pay status when ordered to active duty status. If an employee becomes ill while using paid leave, the employee may request to use sick leave sick leave_for information related to the use of FML leave prior to deployment and for those injured while in an "active duty" status.).

If military leave is requested for an absence of more than 30 days, the employee will be required to provide documentation of valid military orders. Cumulative leave under these provisions will not exceed five (5) years for an employee not including exclusions identified in USERRA.

Employees are requested to provide 30 days advance notice of the need for military leave, unless precluded by military necessity, or as much advanced notice as possible. Reinstatement of employment privileges for an employee who has been inducted into military service will be in accordance with state and federal law. Employees ordered into active military status may be eligible for additional benefits under City Resolution No. 6620 and/or any applicable state or Federal laws.

Jury Duty and Witness Leave

An employee under proper summons or subpoena for jury duty or to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the Finance Department. The fees will be applied against the amount due the employee from the City for the time off with pay. Employees serving as jurors or witnesses will only receive pay for the actual amount of time spent while in service. Expenses or mileage allowance paid by the court shall not be deducted. If an employee elects to charge the time off against accrued vacation credits or compensatory time, no fees and allowances paid by the court need be reported to the Finance Department and will not be deducted from the employee's salary for the period of time charged to vacation credits or compensatory time.

Volunteer Leave

The City of Missoula wants to encourage our staff to be involved in our community and volunteer when possible. Volunteer Leave allows staff to volunteer during work hours and receive pay for such hours.

All Regular status employees, other than intermittently scheduled staff, will receive 12 hours per calendar year of volunteer leave. Part time employees will receive leave on a pro-rated basis. Hours are "use it or lose it" by each December 31st. No hours can be cashed out upon termination or rolled over to the next calendar year. These hours may be used to perform any volunteer work during work hours with the advance approval of the employee's supervisor.

1. Requests for use of such time must be provided on the Volunteer Leave Request form. Approval of leave will not be based on the type of organization for which the volunteer work is being performed only based on the work being confirmed as volunteering and not that of a second job or personal leave.
2. The volunteering agency must sign off attesting to the hours and days requested as being worked.
3. The Volunteer Request form must be turned into HR prior to Friday before a pay day week. HR will notify the payroll coordinator of approved leave.
4. Leave on timesheets will be marked as Volunteer Time.
5. Payroll coordinators/supervisors must have confirmation from HR for such leave to be used. HR can be contacted if questions surround this issue. The City will track how many hours of volunteering City staff as a whole give back to our community each year. Volunteer work may be for any community organization, other than the City of Missoula and might include work such as assisting a non-profit with operational duties,(ask about Union functions) sitting on a volunteer board, helping at a local school, assisting with a community event such as a race and more. Volunteer Time is only allowed for volunteering that occurs during a scheduled work shift.

Training Leave Regular, non-probationary employees may attend training seminars, workshops, or conferences related to professional development, safety, personal growth and educational advancement without charging related time off against annual leave and without losing any part of their salary for attendance within regularly scheduled working hours. Attendance must be approved in advance by the supervisor or department head. The department may provide reimbursement for reasonable registration fees and other related expenses such as lodging, per diem, and travel in accordance with the City of Missoula travel policy. Payment must be approved by the supervisor or department head in advance of the employee attending the training event.

Public Service Leave

Employees elected or appointed to public office in the city, county or state shall be granted leaves of for performing public service not to exceed 180 days per year. Employees may choose to use their accrued leave with pay or take this LWOP while serving.

ARTICLE 15--HEALTH AND SAFETY COMMITTEES

Section 1. Joint labor-management Health and Safety Committees shall be established in each division that comprise both supervisors and labor representatives. These committees' functions may include:

Identifying existing or potential safety and health hazards;

Reviewing the City of Missoula's accident, injury or occupational illness (workers' compensation) or other relevant data;

Assessing existing health and safety policies, practices, activities, rules, guidelines, communications and training programs;

Recommending changes or improvements to appropriate City of Missoula division or department heads and/or

Any other issues that the supervisors and labor representatives mutually agree to discuss.

Section 2. The Health and Safety Committees shall meet at mutually agreeable times and places. Upon mutual agreement, these committees may involve or interact with other health and safety committees or may invite participation by other individuals or groups.

**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 his/her 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 his/her designee. The written grievance must identify the particular provision or provisions of the contract allegedly violated, the facts upon which such alleged violation is 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, 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 grievance is not resolved by the response of the Mayor or the Mayor's designee at Step 3, the grievance may be referred to arbitration in writing by the aggrieved party within ten (10) working days of the date the aggrieved party receives the Step 3 response.

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.

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

Arbitration:

Section 3. In the written referral to arbitration set forth at Step 4 above, the aggrieved party shall notify the other party regarding the matter to be arbitrated.

Section 4. Within five (5) working days of the date the matter is referred in writing to arbitration, the aggrieved party shall request a list of five (5) qualified arbitrators from the Montana State Board of Personnel Appeals. The Union and the Employer shall then each strike two (2) names in alternate order, and the remaining shall be the arbitrator. The aggrieved party shall strike the first name

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

Section 1. All new employees shall serve a one hundred eighty (180) calendar 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.

Section 2. 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.

Section 3. During the probationary period, probationary employees, at the discretion of the shop Director, will not be required to work night shifts and will not be allowed to cover on call/stand by shifts.

ARTICLE 18--NON-DISCRIMINATION

Section 1. The Employer agrees to not discriminate against any employee for the employee's activity in behalf of, 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 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, criminal conviction history, physical condition, political belief, socioeconomic 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. The Union recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer.

ARTICLE 19 - SPECIAL PROVISIONS

Section 1. Fleet Maintenance Mechanics: The Employer agrees to furnish a locker for each employee.

Section 2. All mechanics will receive an annual tool allowance of \$930.00 for fiscal year FY24, \$955 in FY 25, \$980 in FY 26 and \$1005 in FY 27. Employees may carry over up to \$2865.00 of their tool allowance during the first three years of the contract, but cannot accumulate more than \$1985.00 in the last year of the contract.

Newly hired mechanics will be eligible for the allowance on the first day of employment. If an employee resigns within their first six months of employment, they will be required to repay the amount on a pro-rated basis. If the employee is terminated during their first six months of employment, they shall not be required to repay the allowance.

Section 3. Mechanics will be allowed to purchase tools through City approved vendors pursuant to purchase order or be reimbursed for the purchase of tools for performance of work-related duties and solely to perform repairs on City vehicles and equipment only up to the amount of this allowance, from a vendor by submitting receipts for approval by the Fleet Maintenance Director as being work-related purchases by April 30 of each fiscal year.

The employee has the responsibility to establish that the purchase is for a work-related tool.

Section 4. Tool vendors shall be permitted to visit the work site during regular working hours, provided the visits shall be limited to a reasonable amount of time needed to complete transactions involving the purchase and use of tools.

Section 5. The City will provide tool loss insurance policy covering all bargaining unit employees collectively for the replacement value of mechanics tools up to the \$320,000 with a \$300.00 deductible per employee per incident, or \$2400 collectively per incident. The loss within the deductible range is to be paid by the mechanic. Employees will be required to provide an itemized list and cost

of tool inventory to be eligible to claim the replacement value.

Should MMIA refuse to issue such a policy or the cost of such policy would cause the City to reduce personnel in order to pay for the policy, the parties agree to open the contract and renegotiate the terms of this issue.

Section 6. Employees receiving a tool allowance shall have available on demand at the Fleet Maintenance facility all tools purchased with tool allowance for use to perform repairs on City vehicles and equipment

Section 7- Training

The employer will provide regular training opportunities at the cost of the city and without a loss of pay for all hours worked during the training period. Such training will be offered at a minimum of monthly but more frequently as necessary. Such training will attempt to be offered equitably but will be prioritized by need of skill development, new or emerging technologies/ skills and availability of budget. Training can be conducted by in house trainers, virtually, by manufacturer or other outside providers.

ARTICLE 20--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 21--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 WHERE OF, said parties of this Agreement have here unto set their hands and seals this _____ day of _October_,2023.

For the Union:

For the City:

Troy Buhl
Business Representative/Org

Jordan Hess, Mayor

ATTEST:

Martha Rehbein
City Clerk

SCHEDULE A--CLASSIFICATION AND WAGES

FLEET MAINTENANCE DIVISION MECHANICS OF THE CENTRAL SERVICES DEPARTMENT The parties agree to do away with certification pay to help ensure equity in pay moving forward. Finding a way to equitably do this requires a staggered approach for building certification pay into base over time.

As of July 1, 2023 additional certification pay will cease. Each year of the contract \$2.00 will be added to base (as shown in the matrix below). Staff holding certifications will see the \$2.00 removed from certification and added to base, but should staff have additional certification pay, they will not have to recertify and will continue to receive such pay until the next fiscal year. This method is an equitable move that allows some continued recognition for the work these staff put into their certifications while also recognizing the desire to phase them out. This also allows the entry base wage to be higher than it would be without certification pay.

Example: employee currently has 20 certifications and receives \$8.00/hour total for such certifications. As of July 1, 2023 this employee would be paid the new base wage listed below plus \$6.00/hour for certifications. In July 2024 this employee would receive \$4.00/hour for certifications. In July 2025 this employee would receive \$2.00/hour for certifications and in the final year of the contract all certifications pay plus wage increases will be wrapped into the listed wage below.

Wages below include increasing base by \$2.00 and then applying a percentage increase. 5.0% wage increase for FY24 and 4.0 % COLA increase for the following three years of the contract.

<u>Classification</u>	<u>7/01/23</u>	<u>7/01/24</u>	<u>7/01/25</u>	<u>7/01/26</u>
Mechanic/Welder	\$33.33	\$36.74	\$40.29	\$43.98

LEAD WORKER PAY

Wages below include Lead Worker classification pay level at an additional \$2.00 effective July 1, 2023; \$2.25 effective July 1, 2024; \$2.50 effective July 1, 2025; \$2.75 effective July 1, 2026 per hour for lead work pay in the stated wage for the individual in this classification.

Day and Afternoon shift				
Lead Worker	\$35.33	\$38.99	\$42.79	\$46.73

Employees working the seasonal afternoon/night shift shall receive a paid thirty (30) minute lunch break during their shift.

SCHEDULE B - PENSION AGREEMENT