

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF MISSOULA AND THE
MISSOULA CITY PLANNERS UNION AFFILIATED WITH MONTANA
FEDERATION OF PUBLIC EMPLOYEES

July 1, 2023 to June 30, 2027

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula (hereinafter referred to as the Employer) and the Missoula City Planners Union, 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 Planning teams within the Community Planning and Development and Public Works and Mobility Departments:: Assistant Planner, Associate Planner, Senior Planner, the Historic Preservation Officer (HPO); TDM Specialist and 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) 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 Missoula City Planners Union, affiliated with the 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.

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:

- direct employees;
- hire, promote, transfer, assign, and retain employees;
- relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and unproductive;
- maintain the efficiency of government operations;
- determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- 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 amount 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). If the UNION makes a material modification to its current payroll deduction authorization card, the UNION agrees to provide EMPLOYER with the new card prior to its use.

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 written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period and not later than the second payroll period after EMPLOYER receives written confirmation from the 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 & OVERTIME

Section 1. A work week shall comprise the time period Sunday through Saturday. Generally, the normal work schedule shall begin on Monday and end on Friday unless the employee is provided advance notice. Employees who are required to attend public meetings that occur outside of their

regular work schedule may be allowed to flex their schedules within the same workweek with supervisory approval.

Section 2. Employees who are required to work more than forty (40) hours in a workweek shall receive overtime pay at one and one-half times their regular hourly rate for all such hours worked. An employee may, with supervisory approval, accrue equivalent compensatory time in lieu of being paid for overtime hours. Employees must complete an Overtime Election form once per year indicating their preference for OT cash payment or compensatory time.

ARTICLE 6 - SENIORITY & FILLING BARGAINING UNIT POSITIONS

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:

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 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.

The employee's continuous service for 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, (i.e. Assistant Planner promotion to Associate Planner, etc.)

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 department overseeing the vacant position or designee) shall decide whether to recruit internally (within the bargaining unit), externally (outside the bargaining unit and/or the department), or both. Nothing in this section requires any position to be filled.

Section 7. All bargaining unit employees who apply for bargaining unit positions shall be interviewed as part of the selection process if they meet the minimum qualifications for the position. 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 applicant for the position, the internal applicant with the greatest seniority, as defined in this Article, shall receive a tie-breaker preference.

ARTICLE 7 - COMPENSATION & TRAINING

Section 1. Pay matrices for union members employed during Fiscal Years 2024 through 2027 are attached to the Agreement as ADDENDUM A.

Section 2. Longevity Pay - Bargaining unit employees shall receive longevity pay at amounts per month for every full year of completed continuous service.

FY 24 and FY 25: \$10.00

FY26 and FY27: \$11.00

Section 3. Certification Pay

Floodplain Certification: Planners who complete and maintain FEMA Certified Floodplain Manager certification and who perform all associated floodplain administrator duties for the City of Missoula will receive special pay in the amount of \$1.00 per hour, payable for the full 40 hours worked per week.

All staff may be approved to earn and receive additional pay for ONE of the following certifications.

AICP

Bargaining unit members who have achieved and continue to maintain AICP Certification through the American Planning Association shall receive an additional \$1.00 per hour differential pay.

Bargaining unit members who have achieved AICP Candidate status shall receive an additional \$0.50 per hour differential pay, which may increase once full AICP Certification is achieved for a maximum of \$1.00/hour additional pay. This amount shall not be added to employee base pay.

TDM-CP

Bargaining unit members who have achieved and continue to maintain TDM-CP Certification through the Association for Commuter Transportation shall receive an additional \$1.00 per hour differential pay. This amount shall not be added to employee base pay.

The Department Heads will request funds in the annual budget for all bargaining unit members interested in achieving and passing the exam for AICP or TDM-CP within the next fiscal year and/or maintain certification through membership dues. Staff must express interest and receive management approval prior to March of each year to ensure budget requests are made for the following fiscal year. Certified employees shall be given the opportunity to earn continuing education credits during work hours.

Section 4 Training-The City of Missoula reserves the right to determine the training needs of the employees and will provide training appropriately and accordingly and as it deems necessary.

Section 5. Career Ladder – See Addendum B for individual Career Ladders

Career ladders are managed following the Career Ladder Policy managed by Human Resources Department. This policy clearly states rules for moving within a career ladder and provides a form and process for an employee to request to their manager, a move to the next level. The mention in this policy regarding not hiring above the entry level of a ladder does not apply to these union positions.

The Career Ladder will allow new hires to be placed based on their prior education and experience that directly aligns with the minimum qualifications of the position. This practice aligns with past practice in the unit and allows for recruitment of highly qualified candidates.

Staff who are hired in at an Entry Level (Assistant Planner, HPO I, or TDM Specialist I) or Level II (Associate Planner or TDM Specialist II) can progress without hard and fast rules for years of experience required prior to promotion, do not have to wait for vacancies for a certain level in the ladder like in the past and may only promote in the ladder one time per fiscal year. All work elements of the career ladder must be fully demonstrated by completing the career ladder justification form. Rules for Career Ladder progression can be found in the HR Career Ladder Procedure. Management holds the right to adjust Job Descriptions and Career Ladders. A Career Ladder will typically change only if significant changes are made in a Job Description. Any such changes will be communicated to all bargaining unit staff.

In addition to the rules found in the Career Ladder Policy, managers will hold an initial meeting with each union member who is in Level I or Level II within a month of the CBA being ratified and approved by City Council. This initial meeting will allow the manager to understand whether or not the union member has an interest in pursuing the next level of the career ladder within the next fiscal year. This conversation will allow the manager to then build a career development plan for those staff with an interest in moving a level or make a plan to avoid regularly assigning "stretch assignments" to those who do not have an interest in moving a level within the next year. Occasional assignments outside the level of staff not interested in moving a level may be made due to staffing and workload.

The manager will meet with each union member on an annual basis prior to March 1st of each year, to discuss progress in their development toward moving to the next level and to again gain knowledge of staff's interest in pursuing future career ladder moves.

The Planner Career Ladder levels are differentiated by amount of professional, directly related work experience; variety and complexity of assigned duties; degree of independent judgment exercised; ability to resolve complex problems, and oversight/review of work of other planners. Planner positions are hired for one of the three:

Community Planning: Perform professional planning duties related to the development and implementation of the City Growth Policy (comprehensive plan) and other related municipal plans, polices, historic preservation program implementation, regulation revision, and legislative initiatives that implement community planning policy, including code reform.

Transportation Planning: Conduct long-range transportation planning activities for the urban area, including infrastructure plans, corridor and safety studies, and other mode or location specific research or project design. Provide information and assistance to developers and the public on transportation and travel demand projection issues, including traffic count data, transportation planning studies, and policy development. Recommend transportation system improvements or projects based on economic, population, land use or traffic data.

Permit and Land Use Planning: Perform professional planning duties related to implementation of zoning regulations, subdivision regulations, floodplain regulations and Community Rating System program, annexation applications, rezoning applications, building permit and business license review for zoning compliance and related municipal plans and policies.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. If due to shortage of work or funds, or change in the organization, 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 twelve (12) months after the employee's effective lay-off date.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

An employee may be disciplined or discharged only for just cause. The Employer shall follow the City's Disciplinary Policy and ensure all discipline is for just cause

ARTICLE 10 - HOLIDAYS

Employees shall be granted a day off with pay for each of the following holidays

New Year's Day, January 1
Martin Luther King Jr. 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 Peoples 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 in even numbered calendar years.

Any day declared a national legal holiday by the U. S. Congress and/or the President that has also been expressly adopted as a legal holiday for local government subdivisions 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

ARTICLE 11 - HEALTH INSURANCE

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

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

ARTICLE 12 - 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, assuming that 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 13 - 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 work days, 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 ten (10) 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 14 - GRIEVANCE AND ARBITRATION 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 ten (10) 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. Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

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 15 - 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 16 - NON-DISCRIMINATION

Section 1. The Employer agrees to not discriminate against any employee for their activity on behalf of, or membership in, the Union. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial

status, creed, , socio-economic status, criminal conviction history, physical condition, genetic information, vaccination status, political belief, , 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.

Section 2. An employee may pursue a case of discrimination based on Union activities or Union affiliation through the contractual grievance and arbitration procedure, provided that the employee did not previously pursue the same case (involving substantially the same set of facts) through the Montana Board of Personnel Appeals.

Likewise, an employee may pursue a case of discrimination based on other forms of alleged discrimination covered by applicable state or federal law, through the contractual grievance and arbitration procedure, provided that the employee did not previously pursue the same case (involving substantially the same set of facts) through the Montana Human Rights Division, the Equal Employment Opportunity Commission, the United States Department of Justice Civil Rights Division, etc.

ARTICLE 17 - 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 18 - TERM OF AGREEMENT

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

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

FOR THE UNION

FOR THE CITY

Jeff Howe MFPE Field Consultant

Jordan Hess, Mayor

Emily Gluckin, Local MFPE President

ATTESTED By:

Ben Weiss, Local MFPE Vice President

Martha Rehbein City Clerk

Charlie Ream, Local MFPE Secretary

ADDENDUM A - WAGES

The following outlines the agreed upon wage for FY2024 and the following Cost of Living Increases for the following three years of the contract. These represent base wages for the listed Classification and Career Ladder level and do not include any additional certification or longevity pay as outlined in the contract.

Title	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Assistant Planner	\$29.00	\$30.02	\$31.07	\$32.15
Associate Planner	\$35.00	\$36.23	\$37.49	\$38.81
Senior Planner	\$40.00	\$41.40	\$42.85	\$44.35
Historic Preservation Officer I	\$33.88	\$35.07	\$36.29	\$37.56
Historic Preservation Officer II	\$39.00	\$40.37	\$41.78	\$43.24
TDM Specialist I	\$27.00	\$27.95	\$28.92	\$29.95
TDM Specialist II	\$29.50	\$30.63	\$31.70	\$32.81
TDM Specialist III	\$33.50	\$34.67	\$35.89	\$37.14

ADDENDUM B – CAREER LADDERS

POSITION SPECIFIC CAREER LADDER CRITERIA

Planners

Level I, Assistant Planner

Required to be hired at this level: Bachelor's degree in urban planning, architecture, public policy, geography, environmental sciences, or another related field and one (1) year of professional planning experience; or any combination of education and experience equivalent to five (5) years.

Work Elements:

- Assist Associate and Senior Planners with duties identified below.
- Assist in community planning and development projects, by conducting field research, compiling, and evaluating data, ensuring compliance/conformity, and preparing technical reports under the direction of a project lead or supervisor.
- Implement municipal plans and regulations in the review of public and private development in alignment with the City's regulations and goals.
- Assist in creating and presenting public information, and outreach materials (e.g., maps, charts, etc.), including promotional and educational materials.
- Assist in preparation of plans, ordinances, regulations, resolutions, narratives, and staff reports with findings of fact and conclusions of law.
- Assist in providing support to governing bodies and citizen boards by preparing reports and presentations on the staff recommendations.
- Attend meetings with Associate or Senior planning staff.

Level II, Associate Planner

Required to be hired at this level: Bachelor's degree in urban planning, architecture, public policy, geography, environmental sciences, or another related field and two (2) years of professional planning experience; or any combination of education and experience equivalent to six (6) years.

Requirements to progress to this level: Basic requirements for an assistant planner and typically two (2) years of related experience.

Work Elements:

- Lead or collaborate in community planning and development projects, by conducting field research, compiling, and evaluating data, ensuring compliance/conformity, and preparing technical reports.
- Assist Senior Planners with the duties identified below:
- Prepare and implement municipal plans and regulations in the review of public and private development in alignment with the City's regulations and goals.
- Create and present public information, and outreach materials (e.g., maps, charts, etc.), including promotional and educational materials.
- Prepare plans, ordinances, regulations, resolutions, narratives, and staff reports with findings of fact and conclusions of law.
- Represent department/City at various meetings, serving as professional expert; respond to inquiries.
- Provide support to governing bodies and citizen boards by preparing reports and presentations on the staff recommendations.
- Provide training and support to Assistant and Associate Planners as assigned.

Level III, Senior Planner

Requirements to be hired at this level: Bachelor's degree in urban planning, architecture, public policy, geography, environmental sciences, or another related field and four (4) years of professional planning experience; or any combination of education and experience equivalent to eight (8) years.

Requirements to progress to this level: Basic requirements for an assistant planner and typically four (4) years of relevant experience.

Work Elements:

- Lead the most complex community planning projects and review of the most complex private development projects, by conducting field research, compiling, and evaluating data, ensuring compliance/conformity, and preparing technical reports.
- Oversee, prepare, and implement municipal plans and regulations in the review of a variety of public and private development projects, including those that require complex interpretation of regulation and code, for alignment with the City's regulations and goals.
- Create and present public information, and outreach materials (e.g., maps, charts, etc.), including promotional and educational materials.
- Prepare plans, ordinances, regulations, resolutions, narratives, and staff reports with findings of fact and conclusions of law. Oversee the preparation of these reports by Assistant and Associate Planners.
- Represent department/City at various meetings, serving as professional expert; respond to inquiries; lead complex working groups and facilitate meetings to ensure strategic implementation of city goals.
- Serve as a technical expert to governing bodies and citizen boards as assigned.
- Serve as a project manager for internal and external projects as assigned.
- Oversee training and support to Assistant and Associate Planners as assigned.

Historic Preservation Officers

Level I, Historic Preservation Officer I

Requirements to be hired at this level: A combination of education and experience equivalent to seven (7) years in historic preservation or a closely related field.

Work Elements:

- Develop and oversee the historic preservation workplan, from pre-application and application intake, preliminary reviews of sufficiency for Historic Preservation Permits (HPPs), organization of meetings and agendas, and presenting relevant historic preservation projects to the Historic Preservation Commission (HPC).
- Prepare and present staff reports and recommendations on all HPP applications and provide staffing for all HPC meetings.
- Manage all aspects of the historic preservation ordinance, including researching and recommending policy and land use changes related to historic preservation, in coordination with the Community Planning division of CPDI.
- Ensure the City maintains compliance with the Certified Local Government (CLG) program, including meeting annual reporting requirements.
- Review all building and demolitions permits to ensure compliance with local preservation ordinance.
- Serve as the local information center to disseminate information regarding regulations and policies, as they relate to historic rehabilitatee and new development projects.
- Identify applicable grant opportunities, prepare grant applications, and manage grant funded projects, related to historic preservation.
- Manage City historic preservation resources, such as: websites and archival materials.
- Provide technical and policy guidance to City staff, elected officials, relevant boards and commissions, and the public.

Level II, Historic Preservation Officer II

Requirements to be hired at this level: A combination of education and experience equivalent to nine (9) years in historic preservation or a closely related field.

Requirements to progress to this level: Typically have two (2) years or more experience working as a Historic Preservation Officer Level 1 for the City.

Work Elements

- All of the primary duties and responsibilities outlined for a level one officer.
- Independently lead the Historic Preservation program.
- Demonstrate exceptional understanding and expertise in the program's goals, partners, and implementation status as well as future plans for the program.
- Provide independent consultation and advice to managers and other department leaders seeking guidance on the program's policies, goals, plans, and regulations.
- Act as primary liaison to City leadership and elected officials and regularly reports out on program goals, progress, and recommendations for programmatic strategy in public forums and to the media.
- Independently manage projects and permit reviews with minimal supervision and oversight. Work is subject to supervisory review; however, it is normally assumed to be accurate with respect to regulatory citations, project management, compliance with regulatory frameworks, and annual deliverables.
- Guide the strategic investment of city funds and community efforts in the program area.
- Independently manage program budget and any related contracting and vendors.

TDM Specialist

Level 1, TDM Specialist I

Required to be hired at this level: Any combination of education and experience equivalent to four (4) years' experience in urban planning, transportation, environmental sciences, community engagement or another relevant field.

Work Elements:

- Assist with research on multi-modal transportation options such as, walking, bicycling, transit, bike sharing, ride sharing, car sharing, telework, and other multi-modal systems management services
- Assist with research on transportation demand management concepts and strategies; such as, parking management, commute trip reduction programs, transportation and parking management associations, etc.
- Assist with research on current trends pertaining to regional transportation planning, mobility management, and systems management.
- Assist with providing Transportation Options information, including trip planning, safety information, and MIM programming to the general public
- Assist with event special events and employer outreach and support senior staff
- Assist with presentation and report preparation and attend meetings with more senior TDM Specialists or supervisor
- Assist with providing information about division programs by creating newsletters, brochures, reports, and presentation materials using existing resources
- Respond to Transportation Options inquiries via phone, email, or in-person.

Level 2, TDM Specialist II

Required to be hired at this level: Any combination of education and experience equivalent to five (5) years' experience in urban planning, transportation, environmental studies, community engagement or another relevant field.

Required to progress to this level: Basic requirements of a TDM Specialist I and typically have one (1) year of experience working as a TDM Specialist with Missoula in Motion, or any combination of relevant education and experience equivalent to five (5) years; foster a culture strong in safety, adhere to Missoula Municipal Code, and support a positive team environment.

Work Elements:

- Perform all tasks as described in Level 1.
- Develop marketing materials, content and design.
- Assist with the development of TDM plans and programs for employers or developers.
- Establish contact and maintain outreach communication with local employers to support implementation of TDM plans or to encourage participation in existing TDM programs such as the Commuter Challenge.
- Promote alternative commuting options for employers through direct meetings, presentations, or other communications.
- Assist with creating and implementing special events for employers and for the public
- Present existing Transportation Options information, including trip planning, safety information, and MIM programming to the general public
- Assist with reporting and keeping daily, weekly, and monthly records (including VMT results).
- Administer employee surveys, collecting data, and reviewing responses to evaluate the impacts of Transportation Options programs.
- Develop and implement compelling marketing strategies and support collateral to promote TDM products and other transportation solutions.
- Assist in communicating objectives, proposed policy changes, and develop plans and programs that minimize traffic flow and parking demand in and around the Missoula Urbanized Area.
- Assist with preparation for and presentation at educational/informational seminars such as,

lunch/learn presentations, one-on-one meetings, and small group presentations that produce further interest in initiating or expanding TDM services.

Level 3, TDM Specialist III

Required to be hired at this level: Any combination of education and experience equivalent to seven (7) years' experience in urban planning, transportation, environmental studies, community engagement or another relevant field.

Required to progress to this level: Basic requirements of a TDM Specialist I and typically have three (3) years of experience working as a TDM Specialist with Missoula in Motion, or any combination of relevant education and experience equivalent to seven (7) years; foster a culture strong in safety, adhere to Missoula Municipal Code, and support a positive team environment.

Work Elements:

- Perform all tasks as described in Level 2.
- Lead the development and implementation of community-based outreach initiatives that enhance and improve the effectiveness of Transportation Options programs.
- Coordinate the Way to Go for Workplaces employer outreach program.
- Provide education and support for programs such as online ride matching, regional vanpool program, bicycle encouragement programs, the Guaranteed Ride Home program, and other programs.
- Develop and manage strategic partnerships and business alliances that support new and existing innovative Transportation Options initiatives.
- Collaborate with key stakeholders such as local, state, and federal agencies, project partners, consultants, operating agencies, employers, and vendors to ensure effective program delivery.
- Develop and conduct educational/informational seminars such as lunch/learn presentations, one-on-one meetings, and small group presentations that produce further interest in initiating or expanding Transportation Options services.
- Support the supervisor in meeting the annual TDM grant goals and objectives through outreach and public relations activities with businesses, commuters, residents, community organizations, schools and other public agencies.
- Evaluate the TDM plan and develop performance criteria to ensure that strategies are meeting tangible outcomes in relation to the financial investment required to sustain the program.
- Research Grant or Sponsorship opportunities and submit proposals for program funding.
- Provide support and technical guidance to City staff, other government agencies, private businesses, and citizens, serving as a TDM/Transportation expert or resource.
- Provide knowledge of federal, state, and local laws, regulations, and requirements pertaining to regional transportation planning, mobility management, and systems management.
- Perform as a subject matter expert in any of the following technical areas: communications, marketing, employer or general public outreach, policy development, or other area approved by the Supervisor

DISCLAIMER:

The agency recognizes this policy cannot cover every work or classification need within the organization. Nothing in this policy shall preclude management from reclassifying employees in their present positions to classifications which reflect the duties performed. Please direct any questions concerning this policy to Human Resources.

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF MISSOULA
AND
MFPE PLANNERS BARGAINING UNIT

This Memorandum of Understanding is entered into by and between the City of Missoula (Employer) and MFPE Planning Bargaining Unit (Union) and is incorporated by reference as part of the Collective Bargaining Agreement in effect from July 1, 2023, through June 30, 2027

Employer and Union (the Parties) agreed during the collective bargaining process to explore and discuss the possibility of cross-team planning which will allow planners to specialize in more than one area of focus and receive additional pay for performing the work of a cross-team planner.

The Parties, therefore, agree to meet to discuss how such a position can be created and implemented and ultimately determine if this idea is reasonable.

The Parties agree that every good faith effort will be made to have the decision on whether cross-team planning position(s) can be implemented by no later than December 30, 2025.

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

FOR THE UNION

FOR THE CITY

Jeff Howe MFPE Field Consultant

Jordan Hess, Mayor

Emily Gluckin, Local MFPE President

Ben Weiss, Local MFPE Vice President

Martha Rehbein City Clerk

Charlie Ream, Local MFPE Secretary