

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MISSOULA
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 400
WASTEWATER COLLECTIONS SYSTEM EMPLOYEES

JULY 1, 2023 – JUNE 30, 2028

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 400
WASTEWATER DIVISION EMPLOYEES
AND
THE CITY OF MISSOULA

THIS COLLECTIVE BARGAINING AGREEMENT, made and entered into January of 2024, by the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 400 (hereinafter referred to as the "Union") and the CITY OF MISSOULA (hereinafter referred to as the "Employer"), has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for the City of Missoula Waste Collections System employees, but excluding the Superintendent, Supervisors, Chemists, Plant Operators, Facility Mechanics, clerical, work study or student Intern employees, seasonal employees, temporary or intermittent employees, or statutorily excluded employees, i.e., "management officials," "supervisory" or "confidential employees" under 39-31-103(9)(b). Any disputes over bargaining unit inclusions or exclusions shall be adjudicated by the Montana Board of Personnel Appeals.

ARTICLE 2 - MANAGEMENT RIGHTS

Any management rights not specifically relinquished herein shall be retained by the Employer. Management rights retained by the Employer shall include, but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A. The rights established pursuant to Section 39-31-303, M.C.A., are as follows:

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

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

ARTICLE 3 - UNION SECURITY

Section 1 All employees are covered by this Agreement and application for membership in the Union shall be in accordance with State and Federal law. The Employer will remain neutral on all Union Business and will direct all questions about the Union membership to the Union.

Section 2 Upon written authorization a Union member will pay to the Union the designated amount. The Employer agrees to withhold Union dues for those employees who so authorize. Monthly dues will be withheld from the first payroll following the end of each month. Each employee desiring dues check off shall sign an authorization form, furnished by the Union.

Section 3 Designated union representatives and their local affiliates shall receive reasonable opportunity to provide membership information to union-represented positions during an employee's initial hiring.

Section 4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4 - UNION RIGHTS

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

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

Section 3 Employee Union Activities. The Employer agrees that one City employee Union steward may investigate and discuss grievances at the City of Missoula Resource Recovery Facility provided that the investigation and discussion does not, in any way, interfere with the efficient and normal operation of the Wastewater facilities and does not last any longer than fifteen (15) minutes on any given individual workday.

Section 4 Employee at Bargaining Table. The Employer agrees that two City employees who are members of the Union may have leave-with-pay to attend actual negotiating sessions with regard to collective bargaining agreements with the Employer, so long as the presence of the employee at the

bargaining table does not require the City to provide a substitute worker at the job site for the employee who is attending collective bargaining negotiation sessions.

Section 5 Solicitation. The Union agrees that, except as set forth herein the Union members shall not solicit membership in the Union activities during working hours.

Section 6 The Union shall be granted space on bulletin boards provided by the Employer, in order to post Union material.

Section 7 Employees shall have the right to inspect their personnel files with Employer's Human Resources Department employees and shall be provided a copy of any material in their personnel files upon request. The first time that a request is made for a copy of a particular item in the employee's personnel file, the copy shall be made at Employer's expense; if any additional copies are ever made of that item, the employee shall pay the Employer the copying rate then in effect for those additional copies.

Section 8 The Employer shall prepare and make available one (1) copy of this Agreement to the bargaining agent and one (1) copy to the Union employee shop steward for use by the employees in the bargaining unit.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

Section 1 A workweek shall comprise the time period Sunday through Saturday. However, alternate workweeks such as Wednesday through Tuesday may be used for individual employees in order to allow flexibility to accommodate weekend and evening shift work scheduling. Employees will work four (4) ten (10) hour shifts April 1st to November 30th and five (5) eight (8) hour shifts December 1st to March 31st. Eight (8) hours of work including two (2) fifteen (15) minute break periods near the middle of each half shift whenever feasible shall constitute a day's work, except that in a work week of four days, ten hours of work in a day without overtime shall constitute a day's work. Work may be interrupted near the middle of the workday to allow for a one-half (1/2) hour lunch break without pay. Forty (40) hours of work during a workweek shall constitute a week's work. Statutory legal holiday pay shall only be for eight hours per legal holiday. Anyone working a four-day, ten hour work day must use two hours of vacation in order to earn ten hours pay for a legal holiday pay day of ten hours.

Section 2 Employees employed for a work week longer than forty (40) hours or for a time period during a specific workday that is in excess of a day's work as defined herein shall receive compensation for the overtime employment at the rate of one and one-half (1 1/2) times the hourly wage rate at which employed, including longevity, or the employee may elect to take compensatory time in lieu of pay at the rate of one and one-half (1 1/2) hours for every overtime hour worked and fringe benefits. Accumulated compensatory time must be used within 180 days. Overtime will not be paid more than once for the same hours worked. Compensatory time not used within 180 days shall be purchased by the Employer at the rate of one and ½ times the hourly rate of the employee. The Employer reserves the right at its discretion to pay out unused compensatory time prior to the end of each fiscal year.

Section 3 Wastewater Collections System employees shall report for work each scheduled workday unless otherwise notified by the Employer. The Employer reserves the right to reschedule to a later shift during the same calendar day an employee who appears for a scheduled work shift. In such event the employee who arrived for a scheduled shift shall receive two hours of call back pay at straight time

Section 4 Employees called back to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours' pay. Employees called back to work on the same day that they have previously completed a day's work shall be guaranteed a minimum of two (2) hours' work and a minimum of two (2) hours' pay.

Employees called in early for work within two (2) hours of the commencement of their regularly scheduled shift may be required to continue working on into their regularly scheduled shift and shall receive overtime for any hours of work in excess of eight (8) hours during the workday. All call-back pay shall be paid at the overtime rate of pay.

Section 5 Whenever it becomes necessary to assign employees to remain at work to work overtime or when it becomes necessary to call back employees, the Employer shall assign employees according to ability to perform work, availability, and whenever possible on a voluntary basis. Overtime assignments will be distributed as equally as possible among those employees at work who are qualified to perform the work.

In order to have employees available to respond to and work needed outside of regular scheduled shifts, the Employer shall establish a rotating stand-by list of qualified employees to respond to the call out. Employees shall be assigned to the list according to ability and seniority on a "volunteer first" basis. Employees actually placed in stand-by status shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour for each twenty-four hour period of the weekend.

- a) The Employer agrees to use a non-mandatory standby/call out process and the Union agrees that if the process does not work, as determined by the Employer, the Employer may implement a mandatory standby/call out process. Furthermore, the Union agrees that Employer decisions establishing the guidelines and implementing a mandatory standby/call out process, if the guidelines are not adhered to as determined by the Employer, shall not be grievable, pursuant to the grievance process and procedures set forth in this collective bargaining agreement. The Employer will establish reasonable guidelines for determining the adequacy of the non-mandatory standby/callout process in consultation with the Union.

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

Section 7 The Employer shall provide employees ten (10) calendar days notice of shift changes,

except by mutual agreement of Employer and employee or in extraordinary circumstances. The Employer will also provide an explanation of the reasons for the shift change.

Section 8 Whenever an employee works more than two hours beyond their scheduled shift, the Employer shall provide a stipend of \$25.00 for food and beverages purchased by those employees. The Employer shall make every attempt to provide a meal break for employees working more than two hours beyond their scheduled shift. If the employees are unable to take a meal break the Employer shall include the \$25.00 stipend in the next paycheck for the same payroll period worked. Management may opt to have food and beverages delivered to the job site at no cost to the employees under certain conditions.

ARTICLE 6 - LEGAL HOLIDAYS

Section 1 The following are hereby recognized as legal holidays for the City Wastewater Collections System employees. Employees shall be granted a day off with regular pay for each of the following holidays:

1. New Year's Day, January 1
2. Martin Luther King, Jr. the third Monday in January
3. President's Day, the third Monday in February
4. Memorial Day, the last Monday in May
5. Juneteenth National Freedom Day, June 19
6. Independence Day, July 4
7. Labor Day, the first Monday in September
8. Indigenous People's Day, the second Monday in October
9. Veterans Day, November 11
10. Thanksgiving Day, the fourth Thursday in November
11. Christmas Day, December 25
12. State General Election Day, in year's when state and national elections are conducted statewide
13. 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.

Section 2 Employees who are required to work on a legal holiday shall be compensated at their regular straight time hourly rate of pay and shall be eligible for a different day off with pay within a reasonable time period of the actual legal holiday.

Section 3 An employee shall be eligible for holiday pay if the employee is on the active payroll of the Employer and if the employee has worked their full regularly scheduled workday before or after the legal holiday unless they are excused by the Collections Superintendent authorizing vacation leave or the employee is sick.

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

ARTICLE 7 - VACATIONS

Section 1 Each regular full-time employee 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.

Section 2 An employee may maintain (warehouse) 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 Employer whether the employment is continuous or not. A working day equals eight (8) hours for the purpose of accumulating vacation leave credits. All requests for use of vacation time off must be made using the request for leave form designated by the Employer. Use of vacation time is subject to approval by the Employer.

<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 on up	24	192

Section 4 Scheduling of vacations shall take place as follows: An annual vacation calendar shall be posted the first working day of January. Employees shall be given sixty (60) days to record their vacation request. If more than one (1) employee requests a particular period of time for vacation and if, in the opinion of the Employer, only one (1) employee can be released during this period of time, the most senior employee shall be provided that time off. Such seniority rights on establishing a vacation period can only be implemented by an employee on one occasion and the next most senior employee's vacation date would be honored should there be a conflicting date; therefore an employee's choice of first vacation shall have precedent over a more senior employee's second vacation selection and a second vacation selection priority over a senior employee's third vacation selection. Vacation requests that are recorded following the sixty (60) day recording period will be handled on a "first come, first serve" basis, with the approval of the Employer.

Section 5 Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 6 Accumulation of Vacation Leave.

- (1) 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. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- (2) 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.
- (3) 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.

Section 7 Other. It shall be unlawful for an employer to terminate or separate an employee from employment in an attempt to circumvent the provisions of this Article.

ARTICLE 8 - SICK LEAVE

Section 1 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.

An employee may use sick leave credits for:

- (a) illness;
- (b) injury;
- (c) medical disability;
- (d) maternity-related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child;
- (e) quarantine resulting from exposure to contagious disease;
- (f) medical, dental or eye examination or treatment;
- (g) necessary care of or attendance to an immediate family member, or at the

- employer's discretion, another relative, for the above reasons until other attendance can reasonably be obtained; and
- (h) death or funeral attendance for an immediate family member or, at the employer's discretion, for another person.

Section 2 An employee may not accrue sick leave credits while in a leave-without-pay status.

Section 3 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 of termination from employment with the state, county, or city.

Section 4 Whenever the Human Resources Department, Wastewater Division Superintendent, and Public Works Director have reason to believe that an individual employee might be abusing sick leave, they may request the employee claiming or using sick leave to substantiate their claim.

Section 5 Wastewater Collections System employees may use accumulated sick leave for a serious affliction of one of the employee's immediate family requiring the employee's presence; for attending the funeral of one of the employee's immediate family; as well as for their own personal illnesses. The immediate family shall consist of spouse, or domestic partner, children, grandchildren of the employee or spouse of the employee, parents, siblings, grandparents or relative in a like degree of the employee's spouse, and all corresponding in-law relations, or who has been a permanent member of the employee's household.

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 section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 8 Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline.

Section 9 Any Collections employee intending to make proper use of approved sick leave shall notify the Collections Superintendent as soon as possible of the employee's need to make use of sick leave.

In all instances, the employee making proper use of approved sick leave shall notify the Collections Superintendent or their designated representative by the beginning of the work shift on the day sick leave is intended to be requested, except in those instances where the employee becomes sick after the beginning of the work shift. Whenever an employee becomes sick after the beginning of the work shift, the employee shall have the responsibility to notify the Employer as soon as possible of their intent to

use sick leave. Documentation of use of sick leave must be made in writing using the request for leave form designated by the Employer. Documentation must take place prior to the use of sick leave or as soon as possible upon return to work in the event of unplanned illness or injury.

Section 10 In the event that an employee on annual vacation leave becomes ill and the illness results in a delay in the commencement of a vacation or the cancellation of either a portion of or the remaining days of the scheduled vacation, if the employee immediately notifies the Collections Superintendent of the circumstances causing either the delay in the commencement of their vacation, or in the cancellation of either a portion of or the remaining days of the vacation, then the employee shall be afforded the right to use sick leave rather than vacation leave for the days affected upon furnishing the Employer with acceptable medical certification of illness if requested by the Collections Superintendent.

Section 11 There shall be no limit to the amount of sick leave accumulation during the course of an employee's service to the City.

Section 12 Employees requesting leave other than sick leave must first use:

- (1) any accumulated holiday time before using any accumulated compensatory time, and
- (2) any accumulated compensatory time before using vacation time off.

Section 13: Light duty, when an employee is released to light duty work due to Worker's Comp the employee can take on light duty tasks, if available, at the Resource Recovery Center or in other departments. Human Resources and the department's Business Manager will both be involved in assessing the availability of light duty work. Actual hours worked in a light duty assignment will be paid at the employees normal rate of pay.

Section 14: In the event the donated leave bank does not have an adequate balance to make donations, or the employee has exhausted all 240 hours during a 12-month period, the employees with in the bargaining unit may request for direct union donated leave. Such a request will be made on the Union Donated Leave form and provided to Human Resources Department. Other union members may voluntarily contribute to the requesting union member. Employees receiving donated leave must mark their timesheets as Leave Without Pay (LWOP) and payroll will apply any donated leave appropriately for such days.

ARTICLE 9 - OTHER LEAVES

The Employer agrees to provide the union members all the added leaves provided under Administrative Rule #4/Human Resource Policy Manual. Such leaves include, Military Leave, Jury Duty Leave, Public Office Leave, Volunteer Leave, Paid Parental Leave, Family Medical Leave, Donated Leave, Leave Without Pay, Education Leave and Training Leave. The Employer will agree to meet and confer should any such leaves during the term of this contract be removed or edited in a manner that removes a benefit for the employee.

ARTICLE 10 - SENIORITY

Seniority means an employee's length of continuous service with the department and shall be computed from the date the employee began continuous service in the department.

- (1) To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous service upon reemployment shall count toward seniority;
- (2) To be absent from the job due to a leave of absence without pay will be considered lost time for the accrual of seniority; however, previous service upon reemployment is counted toward seniority;
- (3) To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count toward seniority;
- (4) An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement;
- (5) The Employer shall post a seniority roster on the effective date of this Agreement and on January 1 of each year thereafter. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made;
- (6) Absences due to injury in the line of duty for a time period up to one (1) year shall be considered as time worked for the purposes of accruing seniority.

ARTICLE 11 - VACANCIES AND PROMOTIONS

Section 1 Whenever a newly created or vacant position is to be filled, the Employer shall post such an opening notice. The posting shall be in a place normally used to post employee-oriented material, and shall include:

- (1) classification of open position;
- (2) pay for the position;
- (3) deadline for accepting applications;
- (4) minimum qualifications necessary to be eligible for the position.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" is defined as any dispute involving the interpretation, application, or alleged violation of the express provisions of this Agreement. Grievances or disputes which may arise shall be settled in the manner set forth herein. If time limits set forth herein are not adhered to by either one of the parties, the grievance shall be settled in favor of the party that is not in default of the time limits. Saturday and Sunday are not considered working days for City staff. The employee may have their Union representative present in all steps of the grievance procedure. Any employee may directly contact either the Public Works and Mobility Director or the Human Resources Department if they believe the grievance procedure process is being obstructed.

Step 1: Informal Discussion

Within ten (10) working days after its occurrence, the aggrieved party shall verbally discuss the complaint with their immediate supervisor or if the grievance involves a disciplinary action, with the supervisor issuing the disciplinary action. If discussions are unable to resolve the grievance, the respondent, within ten (10) additional calendar days will give a verbal reply to the complaint, advising the aggrieved party of their options.

Step 2: Discuss with Superintendent and Notify Union

If the grievance is not settled at Step 1, the aggrieved party shall, within ten (10) additional working days schedule a meeting with the Collections Superintendent to discuss the grievance. The Superintendent will have ten (10) working days following the meeting to respond to the complaint and attempt resolution. At this step, the Union shall be notified in writing by the employee of the grievance and written proof of that notification shall be provided to the Collections Superintendent or their designee.

Step 3: Formal Written Grievance, Public Works and Mobility Director

If the grievance is not settled at Step 2, the aggrieved party shall, within ten (10) working days, submit the grievance through the Union, in writing, to the Public Works and Mobility Director. This written grievance shall set forth: (1) the nature of the grievance, (2) the facts on which it is based, (3) the provisions of the agreement allegedly violated, and (4) the relief requested. If any of these elements are missing from the written grievance, it will not be considered and will be terminated at Step 2. The Public Works and Mobility Director will have ten (10) working days to set up a meeting with the appropriate parties to hear testimony and discussion. The Director will then have seven (10) additional working days to prepare a written response.

Step 4: Formal Written Submittal to Mayor

If the grievance is not settled satisfactorily at Step 3, the written grievance shall, within ten (10) additional working days be submitted through the Union, in writing to the Mayor or their designee. The grievance shall contain the same elements as listed in Step 3 or it will not be considered. The Mayor or their designee shall, within ten (10) working days after receipt of the written grievance, schedule a meeting with the appropriate parties to hear discussion and testimony. The Mayor will then have ten (10) additional working days after the meeting to prepare a written response.

Step 5: Arbitration

Any dispute which has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party through the Union, providing it is submitted within ten (10) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within ten (10) working days the parties shall request a list of five (5) qualified names from the 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 shall be final and binding on both parties. Costs incurred for the arbitrator shall be borne equally by both parties. Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement that directly pertain to the issue(s) submitted in writing for arbitration. The arbitrator shall consider and decide only the specific issues submitted in writing, and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this Agreement.

If a grievance is not presented within the time limits set forth above it shall be considered waived. A time limit in each step may be extended by mutual agreement of the Employer and the Union. If a grievance does not contain the necessary elements listed in Step 3, it shall be considered waived.

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

ARTICLE 13 - LAYOFFS

Section 1 If due to shortage of work or funds, or change in the organization, it becomes necessary to lay off employees those with the least seniority with the City Collections System shall be laid off first, unless it is necessary for the normal operation of the Wastewater Division facilities to retain a particular classification of employee. Layoffs within classifications shall be by layoff of those with the least seniority within the classification, unless there is a significant change in job performance as evidenced by the last three (3) performance evaluations. Employees affected by any layoffs shall have the right to bump less senior employees in other classifications for which they are currently qualified and physically able to perform the duties of the employment position. Employees subject to layoff shall receive a minimum of ten (10) working days advance notice prior to such layoff.

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

Section 3 Employees shall be laid off in the following order:

1. emergency employees;
2. seasonal employees;
3. probationary employees;
4. regular employees.

ARTICLE 14 - SUSPENSION AND DISCHARGE

Section 1 Each employee shall be considered as a probationary employee for their first six (6) months of continuous employment service, after which seniority shall date back to date of hire. There will be no seniority among probationary employees. Probationary employees may be laid off, discharged, or otherwise dismissed for cause at the sole discretion of the Employer and shall not be entitled to use the grievance and arbitration procedures provided for in Article 12 (Grievance and Arbitration), unless covered by this contract. A probationary period shall not mean the same as or be considered in any way related to employee training periods.

Section 2 The Employer will administer discipline in accordance with the provisions of the City of Missoula Personnel Policy Manual. An employee who has successfully completed the probationary period may elect to file a grievance regarding any disputed disciplinary action. In the case of suspension or discharge, the Employer agrees to normally giving at least one written warning to the employee prior to suspending or discharging the employee except as otherwise provided in this Article in Section 4 below. A copy of any disciplinary action issued will be forwarded to the Union regional staff representative in Missoula.

Section 3 In the case of suspension or discharge, the Employer agrees to give at least one written warning to the employee prior to suspending or discharging the employee. The written warning shall explain the nature of the complaint to the employee. A copy of the written warning shall be sent to the Union staff representative in Missoula. The warning notice shall not remain in effect longer than six (6) months from the date of issue. However, the warning notice procedure shall not be required and suspension or discharge may be immediately implemented if the severity of the employee's actions warrant immediate suspension or discharge based on the principles of just cause.

Section 4 Any employee who has completed the probationary period and who is disciplined may elect to file a grievance.

ARTICLE 15 - DISCRIMINATION

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

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

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital or familial status, socio economic status, criminal conviction history, creed, physical condition, genetic information, vaccination status, political ideas, sexual orientation, gender identity and/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 with responsibility for insuring compliance with all policies and laws pertaining to historically underrepresented groups and classes, including but not limited to women, minorities and individuals with disabilities.

ARTICLE 17 - LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1 The Employer and the Union agree to schedule Labor-Management meetings upon request. The purpose of these meetings is to (1) review and recommend solutions to work related issues; (2) improve communication; (3) reduce potential conflicts; (4) improve productivity and (5) reduce division costs. The meetings will not, however, take the place of the grievance procedure outlined in Article 12, nor shall these meetings be construed or intended to take the place of formal collective bargaining sessions.

Section 2 The Labor-Management meetings shall include at least the Collections Superintendent representing management and no more than two employees selected by the Union membership. The Public Works Director and/or the I.U.O.E. Local #400 representative may be requested to attend any meeting.

Section 3 The bargaining unit member(s) will receive paid release time to attend Labor-Management meetings when scheduled during normal work hours.

Section 4 Prior to the scheduled Labor-Management meetings, each party must submit to the other, its agenda items. The agendas shall be limited to items submitted by each group, and will not discuss individual concerns that cannot easily be solved through established supervisory channels.

Section 5 Committee meetings will be scheduled upon request, or every six months during normal work hours.

Section 6 Every year, Labor will provide the Collections Superintendent the name(s) of the labor representatives from the Collection System Maintenance Technicians.

Section 7 The Collections Superintendent shall organize the meetings.

ARTICLE 18 - SAFETY

(1) The City shall furnish a place of employment which is safe for employees therein and shall furnish and use and require the use of such safety devices and safeguards and shall adopt and use such practices, means, methods, operations and processes, as are reasonably adequate to render the place of employment safe and shall do every other thing reasonably necessary to protect the life and safety of employees.

(2) No person shall remove, displace, damage, destroy, carry off or refuse to use any safety device or safeguards and shall adopt and use such practices, means, methods, operations, and processes, as are reasonably adequate to render the place of employment safe and shall do every other thing reasonably necessary to protect the life and safety of employees.

(3) Employees shall notify the supervisor of any safety hazards incident to their employment.

(4) The employees shall select an employee to assist the Collections Superintendent in conducting plant safety meetings. One safety meeting shall be conducted each calendar quarter of each calendar year. Additional safety meetings may be scheduled as safety issues warrant. Such meetings shall take place during the employee's normal working hours with no reduction in pay or benefits.

(5) Newly hired employees shall as part of the probationary period undergo all safety training deemed necessary by management to perform assigned duties.

ARTICLE 19 - SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

The Employer agrees to provide personal safety equipment and protective clothing at the Resource Recovery Facility for all bargaining unit employees:

1. Rubber Gloves
2. Rubber Boots
3. Rain gear
4. Safety equipment: ear protectors/plugs, safety goggles/glasses, high vis wear; dust masks.
5. Two (2) sets of coveralls: one (1) insulated and one (1) un-insulated or 4 pairs of pants
6. Class 3 winter coats

The above items are replaced as necessary due to wear and/or fit and/or change in logo/style.

With prior supervisory approval, the Employer shall reimburse employees in an amount not to exceed \$350.00 for FY24 and increased by \$10/year for the purchase of safety toe boots and/or prescription safety glasses.

The employee must provide a receipt to receive such reimbursement.

The Employer agrees to reimburse employees \$45.00 per month during the term of this Agreement for employees' use of personal cell phones for work related purposes. Employees agreeing to receive a cell

phone reimbursement shall be required to install and use apps to obtain city information, communicate with City staff, and be connected in the event of an emergency.

Alternatively, the City shall issue a City-owned cell phone, protective case, and screen protector for the duration of the cell phone carrier's agreement (minimum 2 years as of 7/2023).

Employees who wish to move from the monthly stipend to a City-owned-issued cell phone shall notify the Business Operations Manager fourteen (14) days in advance.

Employees shall protect the City-owned cell phone from theft, loss, or damage. If the City-owned cell phone is stolen, lost, or damaged (beyond usability), the employees must notify their supervisor and the Business Operations Manager immediately to secure a replacement. Upon resignation or termination of employment with the City, the employee must return the cell phone to their supervisor.-City-owned cell phones will be stored on City property. Employees who elect to use a city-owned city phone will be required to pick up and return the device each work shift.

The City agrees to not solely use cell phone, GPS, or other electronic data to discipline employees. The City must have just cause for the HR Director to request cell phone, GPS and/or computer history data when conducting a formal investigation.

Prohibited Uses of City-owned Devices:

- The system is not to be used for employee personal gain or to support or advocate for non-City related business or purposes. Incidental and occasional personal use of the system is allowed when such use does not generate a direct cost for the City.
- Communications with children, spouses, domestic partners, household members and immediate family must be reasonable and must not interfere with the conduct of official duties.
- Solicitation of funds, political messages, and any harassing messages are specifically prohibited.

NOTE: Personal safety equipment and protective clothing provided by the Employer shall be limited to on-the-job use. It shall be the responsibility of the employee to clean their own Employer-provided safety and protective gear. The Employer will provide washing facilities at the treatment plant for this purpose. Other items may be added to this list upon the recommendation of the safety committee and approval by the Collections Superintendent.

ARTICLE 20 - LIFE, HEALTH AND DENTAL 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 total 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 21 - WAGES BY EMPLOYMENT CLASSIFICATION

Wage rates shall be as negotiated and set forth in the attached pay matrix, Appendix A. Certification pay will end with this contract. In exchange for ending the certification pay listed in the previous contract of \$.40/certification, the Employer will agree to the following: \$2.00 of certification pay is added to FY24 base wage prior to COLA increase, the addition of certification pay is reflected in the pay matrix in Appendix A.

The employer agrees to make pension contributions, in lieu of hourly wage rates referenced in this Article, to the union pension fund covering bargaining unit employees. These contributions in lieu of wages shall be subject to the terms and conditions outlined in a separate letter of agreement with the union, addressing the specific hours for which pension contributions are required, the hourly amounts to be deducted and contributed, etc. 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.

Employees shall be paid their regular hours for classroom and testing time that occurs during an employee's regular work schedule. Upon successful attainment of the certification, the employee shall be reimbursed for any fees associated with the certification.

ARTICLE 22 - LONGEVITY

A Wastewater Collections System employee shall not be entitled to earn longevity pay until they have completed one (1) continuous full year of employment service with the Employer. Longevity shall be effective on the employee's annual anniversary date after completing one (1) year of service. No credit shall be allowed toward longevity for a leave of absence or time not worked during a break in employment service. Longevity rates are built into base wages as shown in the attached pay matrix, Appendix A, for each year of the contract.

ARTICLE 23 - SPECIAL PROVISIONS

Section 1 The Employer agrees to furnish a locker for each employee.

Section 2 No employee shall be required to negotiate ladders more than six (6) feet from the ground or stationary platform in tanks (aerators and clarifiers), lift stations, manholes or any other unattached ladder at any other location without another City employee being present.

Section 3 The City will pay the cost of an individual's CDL license as needed for renewal.

Section 4 DOT Physical: The Employer agrees to pay up to two hundred dollars (\$200.00) per year as needed for DOT physicals. Employees may attend DOT physicals during regular work hours and use a city vehicle, with Superintendent approval.

ARTICLE 24 - STRIKES AND LOCKOUTS

Section 1 The Union recognizes the essential nature of the services provided by the Wastewater Collections System employees covered by this Agreement in protecting the health and general welfare of the public. Therefore, the Union agrees that there shall be no concerted activities, such as work interruptions, slowdowns, work stoppages or strikes by the Wastewater Collections System employees covered by this Agreement during the term of this Agreement. In the event of any unauthorized or illegal work interruptions, slowdowns, work stoppages or strikes by the Wastewater Collections System employees covered by this Agreement, the Union agrees that it will join the Employer in requiring its members to return to work immediately.

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

ARTICLE 25 - CONTRACT WORK

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

It is mutually understood and agreed that if the Employer exercises its right to contract out wastewater work, that the exercise of that right by the Employer shall not result in either the layoff of any employee employed by the Employer who is a member of the bargaining unit covered by this Agreement or in a reduction of normal hours of work wages; holiday time earned; leaves herein agreed to; health and dental insurance benefits; Union rights; and Union security as each of these provisions are herein agreed to.

ARTICLE 26 - PROVISIONS TO CONTINUE IN EFFECT

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

It is mutually understood and agreed that the Union, shall have the right to engage in concerted activities after the expiration of the effective date of this Agreement, and that the Employer shall have the right to lock out any employee after the expiration of the effective date of this Agreement. The Union's right to engage in concerted activities shall be limited to activities that pertain to hours, wages, or conditions of employment involving the employees covered by this Agreement.

ARTICLE 27 - SEVERABILITY

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

ARTICLE 28 - AGREEMENT TO BE EFFECTIVE AS IS FOR ITS DURATION

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

ARTICLE 29 - TERM OF AGREEMENT

The terms of this Agreement shall be extended for four (4) years, July 1, 2023 through June 30, 2028. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

In the event that such notice is given, either or both parties may make proposals and negotiations shall begin not later than thirty (30) days prior to the expiration date.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this day of _____, 2024.

FOR THE UNION

FOR THE CITY

Craig Davis
Business Agent

Andrea Davis
Mayor

ATTEST:

Claire Trimble
City Clerk

(SEAL)

APPENDIX A – Wage Matrix

Years of Service	FY24	FY25	FY26	FY27	FY28
0	\$32.71	\$34.01	\$35.37	\$36.79	\$38.26
1	\$32.86	\$34.16	\$35.52	\$36.94	\$38.41
2	\$33.01	\$34.31	\$35.67	\$37.09	\$38.56
3	\$33.16	\$34.46	\$35.82	\$37.24	\$38.71
4	\$33.31	\$34.61	\$35.97	\$37.39	\$38.86
5	\$33.46	\$34.76	\$36.12	\$37.54	\$39.01
6	\$33.61	\$34.91	\$36.27	\$37.69	\$39.16
7	\$33.76	\$35.06	\$36.42	\$37.84	\$39.31
8	\$33.91	\$35.21	\$36.57	\$37.99	\$39.46
9	\$34.06	\$35.36	\$36.72	\$38.14	\$39.61
10	\$34.21	\$35.51	\$36.87	\$38.29	\$39.76
11	\$34.36	\$35.66	\$37.02	\$38.44	\$39.91
12	\$34.51	\$35.81	\$37.17	\$38.59	\$40.06
13	\$34.66	\$35.96	\$37.32	\$38.74	\$40.21
14	\$34.81	\$36.11	\$37.47	\$38.89	\$40.36
15	\$34.96	\$36.26	\$37.62	\$39.04	\$40.51
16	\$35.11	\$36.41	\$37.77	\$39.19	\$40.66
17	\$35.26	\$36.56	\$37.92	\$39.34	\$40.81
18	\$35.41	\$36.71	\$38.07	\$39.49	\$40.96
19	\$35.56	\$36.86	\$38.22	\$39.64	\$41.11
20	\$35.71	\$37.01	\$38.37	\$39.79	\$41.26
21	\$35.86	\$37.16	\$38.52	\$39.94	\$41.41
22	\$36.01	\$37.31	\$38.67	\$40.09	\$41.56
23	\$36.16	\$37.46	\$38.82	\$40.24	\$41.71
24	\$36.31	\$37.61	\$38.97	\$40.39	\$41.86
25	\$36.46	\$37.76	\$39.12	\$40.54	\$42.01