COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MISSOULA

AND

TEAMSTERS UNION LOCAL NO. 2;

GARDEN CITY COMPOST UNIT

JULY 1, 2019 – JUNE 30, 2023
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COLLECTIVE BARGAINING AGREEMENT AND WAGE SCHEDULE
BETWEEN
THE CITY OF MISSOULA
AND
TEAMSTERS UNION LOCAL NO. 2;
Garden City Compost Unit

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula (hereinafter referred to as the Employer) and the Teamsters Union Local No. 2; (hereinafter referred to as the Union). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to rates of pay, hours of work and fringe benefits.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, benefits and other conditions of employment for the employees identified herein as being represented by the Union recognized herein: Bargaining unit members shall include, as per UD 1-2018 (61-2018): Compost Green Waste Inspector and Compost Operator, and shall exclude members of other bargaining units and any person excluded under 39-31-103(9)(b), M.C.A.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. Management rights retained by the Employer shall include but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A., except for those rights, if any, expressly agreed to be surrendered pursuant to the provisions of the collective bargaining agreement. The rights established pursuant to Section 39-31-303, M.C.A. are as follows:

Section 2. Public employees and their representatives shall recognize the prerogative of public employers to operate and manage their affairs in such areas as, but not limited to:

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

Section 1. The Employer agrees that all employees herein referred to may be members in good standing of Teamsters Local No. 2, or may become members after the beginning of employment.

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

Section 3. In accordance with 39-31-203, MCA, if an employee provides clear and affirmative written authorization to have union dues deducted and delivered to the treasurer of the exclusive representative, the Employer shall execute delivery of such deductions until and unless the employee revokes such authorization in writing.

Section 4. The Union shall indemnify, defend, and hold the Employer harmless against any claims or suits instituted against the Employer resulting from payroll deduction of Union dues.

ARTICLE 4 - HOURS OF WORK

Section 1. Eight (8) hours shall constitute a day's work and forty (40) hours in five (5) consecutive days shall constitute a week's work except that in accordance with Section 39-4-107, MCA, the parties may mutually agree to a forty-hour workweek that comprises an alternative work schedule.

Section 2. Employees required or permitted to work more than forty (40) hours in a work week shall receive compensation for the overtime at the rate of 1 & 1/2 times the employee’s regular hourly rate. The Employer and Employee may mutually agree to compensatory time in lieu of cash overtime. Compensatory time balances may not exceed one hundred twenty (120) hours. Once an employee’s compensatory time balance reaches 120 hours, any additional overtime shall be paid in cash as set forth above. All overtime and/or compensatory time must be approved in advance by the employee’s immediate supervisor.

ARTICLE 5 - CLOTHING ALLOWANCES

Section 1. The Employer agrees to furnish the following clothing and equipment items:

1. Reflective winter coats (1 coat every year)
2. Orange t-shirts (three shirts per year)
3. Safety colored hats (two per year)
4. Two (2) pairs of coveralls per year.
5. Personal protective equipment.

Summer and winter coveralls shall be provided by the City and shall be replaced at the City’s discretion.

Section 2. The Employer shall provide a washer and dryer for washing and drying work clothing only. The employer reserves the right to make a determination of necessary maintenance and cleaning intervals.

Section 3. The annual clothing allowance shall be $230.00 per fiscal year.

Section 4. Reimbursement up to the amount of the annual clothing allowances listed in Sections 3 and 4 above shall be provided for approved clothing purchases on the soonest practicable date after the employee submits appropriate receipts.

ARTICLE 6 - SENIORITY

Section 1. "Seniority" means a bargaining unit employee's length of continuous service with Garden City Compost. 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 the following provisions.

Section 2. A "temporary promotion" is defined as a promotion to a non-bargaining unit supervisory position due to any illness or injury to a non-bargaining unit supervisor. A bargaining unit member temporarily promoted to such a supervisory position may continue to earn bargaining unit seniority for up to three (3) continuous months. Any time served as a temporary supervisor after three (3) 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. Additional instances where a bargaining unit member shall not earn bargaining unit seniority are as follows:

A. To be absent from the job due to layoff will be considered lost time for the purpose of accruing seniority; however, previous service upon reemployment shall count toward seniority;
B. To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the accrual of seniority; however, previous service upon reemployment is counted toward seniority;
C. 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;
D. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause, and retirement;
E. The Employer shall post a seniority roster upon written request by the Union. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made;
F. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician. Once medically released by a physician, the injured worker must notify the City within thirty (30) days of his/her ability to return to work and must express his/her intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.

ARTICLE 7 - WAGES AND PENSION CONTRIBUTIONS

Section 1. Classifications and wage rates shall be as negotiated and set forth in Schedule A. In addition to such rates, employees shall be granted longevity pay at the rate of seven dollars per month for each full year of service with the City, effective July 1, 2019.

Section 2. No credit shall be allowed toward longevity for a leave of absence or time not worked during a break in service.

Section 3. The pension contribution in lieu of wages applies to the hourly wages in Schedule A. The City agrees to make pension contributions in lieu of wages to the Western Conference of Teamsters Pension Trust Fund, subject to terms and conditions outlined in a separate letter of agreement between the Union and the City. The Employer agrees to contribute to these funds (in lieu of wages), in whatever amounts are voted upon by unit members each year. The Union agrees 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.

Section 4. An employee who is temporarily assigned to a position in a higher-level classification shall receive a pay increase of five (5) % over the employee’s regular rate of pay for all time spent working in the higher classification. Such temporary assignments shall be made in writing by the employee’s supervisor, and the written temporary assignment shall set forth its expected duration. An employee who is designated in writing by the supervisor as a lead person shall receive an additional $.50 per hour for all time in such a capacity. The City shall provide a mobile phone to an employee so designated as a lead person by the supervisor during the lead person assignment.

Section 5. Employees who achieve and maintain professional certifications that are approved in writing by the supervisor, shall receive an additional $.50 per hour for each approved certification, up to a maximum of four (4) additional approved certifications per fiscal year.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. If, due to shortage of work or funds, or change in the organization, or under conditions where continuation of work would be inefficient and/or non-productive, it becomes necessary to lay off any employees, those with the shortest period of continuous service shall be
laid off first. Recall, defined as reinstatement of the employee into the employee's former position, 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.

Section 3. 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 twelve (12) months after the employee's lay-off date.

ARTICLE 9 - SUSPENSION & DISCHARGE

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

ARTICLE 10 - HOLIDAYS

Employees shall be granted a day off with pay for each of the following holidays as established pursuant to Montana state law in Section 1-1-216, M.C.A.:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October (designated under City Ordinance as "Indigenous People's Day");
8. Veterans' Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
11. State general election day on the first Tuesday after the first Monday of November of even numbered calendar years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; 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 Mayor of the City of Missoula.
13. If a holiday falls on an employee's day off or the employee is required to work the holiday, the employee shall be granted another eight-hour day off with pay, pro-rated for part-time staff.
ARTICLE 11 - HEALTH INSURANCE

Section 1. The Employer agrees to provide health insurance and to establish employer, employee and dependent health insurance premiums, at the same rates as for all other employees covered by the City’s health insurance plan.

Section 2. The City agrees to work with the Union on premium and benefit issues through the Employee Benefit Committee (EBC). The Union agrees during the term of this Agreement to accept changes in employer and employee contributions and/or health plan design, provided these changes are approved by the City Council and in effect for all other City employees covered by the City’s health insurance plan.

ARTICLE 12 - ANNUAL VACATION LEAVE

Section 1. As provided by state law, each employee will earn vacation credits as follows:

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<th>YEARS OF EMPLOYMENT</th>
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Section 2. For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2,080) hours shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Persons regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employee must immediately report back for work when recalled in order to avoid a break in service in accordance with Article 8 of this AGREEMENT.

Section 3. Persons must be employed six (6) qualifying months before vacation credits may be used. Vacation credits shall not accrue during a leave of absence without pay.

Section 4. Regular status part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period in accordance with 2-18-611, M.C.A.

Section 5. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year and such request is denied, the employee shall not forfeit the leave and will have until the end of the calendar year to
use the excess vacation leave. Upon termination of employment with the Employer, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

Section 6. The Employer reserves the right to determine available vacation dates for employees. 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 requests for the remainder of the calendar year. If more than one (1) employee requests a vacation during a period of time in which the Employer only approves one (1) employee to be on vacation, the most senior employee shall be provided that time off. Any employee may only assert seniority rights for vacation on one occasion per calendar year, 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 precedence 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 following the sixty (60) day recording period will be handled on a "first come, first served" basis, and are contingent on Employer approval.

Section 7. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid vacation shall be earned by the employee and not charged as vacation.

Section 8. Military service shall be counted towards annual vacation accrual in accordance with M.C.A. 2-18-614.

ARTICLE 13 - SICK LEAVE

Section 1. As provided by state law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 2. An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period the employee is entitled to the sick leave credits earned.

Section 3. Regular status part-time employees are entitled to prorated sick leave benefits if they have worked the qualifying period in accordance with M.C.A. 2-18-618.

Section 4. Full-time temporary and seasonal employees are entitled to sick leave credits provided they work the qualifying period.

Section 5. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (¼) of the amount attributed to the
accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the EMPLOYER.

Section 6. Sick leave credits may be used as follows:

A. Illness or injury of the employee.
B. Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
C. Quarantine for contagious disease control, provided certification is obtained from the attending physician.
D. Doctor or dental appointments for treatment of employee's illness, injury or preventive care. When possible the employee's supervisor shall be notified of the appointment at least forty-eight (48) hours in advance.
E. To attend or make arrangements for a funeral of a member of the employee's immediate family. Such leave shall not exceed four (4) working days.
F. To attend the funeral of another person at the sole discretion of the department head or his or her designee. Such leave shall not exceed eight (8) hours per calendar year.

Section 7. Immediate family shall mean parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee or son-in-law, or daughter-in-law, or an individual, though not related by blood, who has been a permanent member of the employee's household.

Section 8. Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to the EMPLOYER as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record-keeping purposes. Failure to report such leave as soon as possible will result in the absence being considered as leave without pay.

Abuse of sick leave shall be cause for dismissal in accordance with Article 9 and forfeiture of payment for any accumulated sick leave. Sick leave shall be reported on forms prescribed by management.

Section 9. An employee who has exhausted all accrued sick leave credits may request to use: (1) donated sick leave, in accordance with city policy, (2) annual leave, or (3) any other leave provided under city policy, or state or federal law, for leave due to a bona fide illness. Such requests are subject to approval by the Employer.

Section 10. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

Section 11. Sick leave benefits may be integrated with workers' compensation benefits as provided under 39-71-736, MCA.

Section 12. Advancing sick leave credits after an employee's sick leave credits have been expended is expressly prohibited.
Section 13. Employees who receive supervisory approval to attend local funeral services for a City of Missoula employee shall be allowed a reasonable period of time to attend such services without loss of pay and without being required to use paid leave.

ARTICLE 14 - JURY DUTY AND WITNESS LEAVE

Section 1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as the result of the service and forward the fees to the appropriate accounting office. Jurors fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge his/her juror time off against his/her annual leave he/she shall not be required to remit to Employer any Jurors Fees paid him/her by the court. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid him/her by the court.

Section 2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from Employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit his/her witness fees to the Employer. In no instance is an employee required to remit to Employer any expense or mileage allowances paid him by the courts.

Section 3. Employer may request the court to excuse employees from jury duty if they are needed for the proper operation of the Employer.

ARTICLE 15 - OTHER LEAVES

Section 1. Military Leave: Pursuant to Montana State law, an employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six (6) months shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave shall not be charged against the employee’s annual vacation time.

Section 2. Family and Medical Leave: Family and Medical Leave is paid or unpaid leave available to eligible employees. Employees are eligible for coverage under the FMLA if they have worked for a covered employer for at least one (1) year and for 1,250 hours over the previous twelve (12) month period to use for the following purposes:

1. To care for the employee’s child after birth, or placement for adoption or foster care;
2. To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
3. For a serious health condition that makes the employee unable to perform the employee’s job.
To request family and medical leave, the employee must:

1. Make a written request for a specific period of time to their immediate supervisor; and
2. Have approval by the department head and the Mayor or his/her designee.

Family and Medical Leave for up to 12 weeks shall be granted to seasonal status employees for any of the purposes described above. Employees using family medical leave shall be reinstated to their original job or to an equivalent position with equivalent pay providing that they have indicated a desire to return to work at the end of the leave period. During the first 12 weeks of leave, the employee shall receive health insurance according to the terms and conditions that were in effect for the employee prior to the request for leave.

Section 3. Leave without pay: Leave without pay that is not for disability or other statutory authorizations and is in excess of one month shall be granted only with the approval of the employee's department head and the Mayor or the Mayor's designee.

A. While an employee is on leave without pay or on suspension, no vacation or sick leave credits accrue and service time for retirement will be adjusted accordingly.

B. While an employee is on leave without pay or on suspension the City's payment of health, dental and life insurance premiums stop.

C. Employees on authorized leave without pay may make arrangements with the Finance Office to personally pay health, life and dental premiums.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as any dispute involving the interpretation, application or alleged violation of an express provision of this Agreement. Grievances or disputes which may arise shall be settled in the following manner:

**Step 1:** Within ten (10) working days after its occurrence, the aggrieved party shall discuss the complaint with the immediate supervisor. Within five (5) additional working days the supervisor will reply to the complaint. The employee may have the employee’s Union representative present.

**Step 2:** If the grievance is not settled satisfactorily at Step 1, the grievance shall, within ten (10) additional working days, be submitted in writing, through the Union to the Director of Public Works. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the relief requested. The Director of Public Works shall have seven (7) working days to respond to the grievance in writing.

**Step 3:** If the grievance is not settled satisfactorily at Step 2, the grievance may, within seven (7) additional working days, be submitted in writing to the Mayor or his/her designee, and the Human Resources Department. The Mayor, or the
Mayor's designee, shall respond to the grievance in writing within seven days after the grievance is submitted to the Mayor or the Mayor's designee.

**Step 4 - Arbitration:** Any dispute which 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 date of the Step 3 response. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. If the parties cannot mutually agree on the selection of an arbitrator, the aggrieved party will petition the Federal Mediation and Conciliation Service for a list of seven (7) qualified arbitrators within ten (10) days after the date the aggrieved party notifies the Employer of its intent to arbitrate. The Union and the Employer shall strike names in alternate order, and the final remaining name shall be designated as arbitrator.

**Section 2.** 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 issue(s) 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.

**Section 3.** 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 written agreement of the Employer and the Union.

**Section 4.** The parties may discuss and/or negotiate a mutually acceptable resolution to the grievance at any time during the above grievance and arbitration procedure. Nothing in this agreement precludes or restricts the parties from mutually agreeing on other alternative dispute resolution methods.

**Section 5.** Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

**ARTICLE 17 - PROBATIONARY PERIOD**

All employees hired after ratification shall serve a six-month probationary period. This probationary period may be extended by ninety days by the Employer, provided the union is notified in writing prior to the end of the original six-month probationary period. The Employer may dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth herein as a means of contesting the probationary employee's dismissal.

**ARTICLE 18 - NON-DISCRIMINATION**

**Section 1.** The City of Missoula's Non-Discrimination and Affirmative Action Policies provide that the City agrees to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, gender identity or gender expression, or marital status. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by
imposing valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity. It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on a protected class of employees. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities. The city’s commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

Section 2. The Employer agrees to not discriminate against any employee for his 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 by both parties to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of the Agreement set forth in this Article.

ARTICLE 19 - SPECIAL PROVISIONS

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

Section 2. The City agrees to furnish and maintain a shower in the rest break area for employees.

Section 3. Rest Breaks: Each employee shall be entitled to a total of two daily fifteen (15) minute rest breaks during each work day's work shift, in a place approved by the Employer.

Section 4. Supervisors' Operation of Equipment: Department Supervisors who are excluded from the bargaining unit will not operate equipment as a normal function of their duties and responsibilities.

Section 5. The City shall allow an additional 1/2 hour break with pay during a shift, in which the employee works four hours beyond his/her normally scheduled shift for that day. The break must be taken prior to the last hour of work. With the supervisor's approval, if an additional break is not taken during the four (4) hours of overtime, the employee shall receive an additional 1/2 hour of overtime compensation.

ARTICLE 20 - SAVINGS CLAUSE

If any section, subdivision, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of any State or Federal Law, the remainder of this Agreement shall not be affected or invalidated.
ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall remain in force and effect from July 1, 2019 through June 30, 2023, and shall thereafter automatically renew from year to year except if either party desires to alter or terminate this Agreement, the party shall notify the other party sixty (60) days previous to the date of expiration.
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this ______ day of January 2020.

FOR THE UNION:

Ben Sharbono  
Teamsters Union Local No. 2

FOR THE CITY OF MISSOULA:

John Engen, Mayor  
City of Missoula

ATTEST:

Martha L. Rehbein  
City Clerk
## SCHEDULE A

### CLASSIFICATIONS AND WAGES

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<th>Classification</th>
<th>7/1/2019</th>
<th>7/1/2020</th>
<th>7/1/2021</th>
<th>7/1/2022</th>
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SCHEDULE B

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST CONTRIBUTION FOR GARDEN CITY COMPOST

Section 1. Effective July 1st, 2019 the Employer shall, in lieu of wages, forward into the Western Conference of Teamsters Pension Trust, for each hour for which compensation is paid, an hourly contribution rate of $2.13 per compensable hour, which includes $0.13 for the Program for Enhanced Early Retirement (PEER/84).

Section 2. Effective July 1st, 2020 the Employer shall, in lieu of wages, forward into the Western Conference of Teamsters Pension Trust, for each hour for which compensation is paid, an hourly contribution rate of $3.13 per compensable hour, which includes $0.19 for the Program for Enhanced Early Retirement (PEER/84).

Section 3. Effective July 1st, 2021 the Employer shall, in lieu of wages, forward into the Western Conference of Teamsters Pension Trust for each hour for which compensation is paid, an hourly contribution rate of $4.13 per compensable hour, which includes $0.25 for the Program for Enhanced Early Retirement (PEER/84).

Section 4. Effective July 1st, 2022 the Employer shall, in lieu of wages, forward into the Western Conference of Teamsters Pension Trust for each hour for which compensation is paid, an hourly contribution rate of $5.13 per compensable hour, which includes $0.31 for the Program for Enhanced Early Retirement (PEER/84).

Section 5. As required by the pension fund, the contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the plan. The additional contributions for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 6. The Total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month, as required by the pension fund. The Employer agrees to abide by such other rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments expressly provided for in this Agreement within the time specified shall be a breach of the agreement.