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

JULY 1, 2019 THROUGH JUNE 30, 2023
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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and International Association of Machinists and Aerospace Workers District W24, (hereinafter referred to as the Union). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment-of an equitable and peaceful procedure for the resolution of differences, and establishment of specific agreement provisions pertaining to wages, hours, fringe benefits, and other conditions of employment.

ARTICLE 1--RECOGNITION

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

ARTICLE 2--MANAGEMENT RIGHTS

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

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

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

ARTICLE 3--UNION SECURITY

Section 1. Union Activities: No employee shall suffer a reduction in wages, working conditions or change in classification previously enjoyed which were greater than those
contained herein because of the adoption of this agreement nor shall any employee be penalized in any manner for any normal Union activities.

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

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

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

Section 4. **Employees at the Bargaining Table**: The Employer agrees that one representative from the bargaining unit may have leave with pay for work time spent at the bargaining table for actual negotiating sessions with regard to the collective bargaining agreement with the employer.

Section 5. **On Site Visits by Union Officials**: Officially designated Union Representatives will be allowed access to all work areas to investigate grievances and interview employees as long as their investigation and interview does not unduly interrupt the work being performed in the work area. Whenever possible, designated Union Representatives shall notify appropriate City Manager or division support staff of their intent to access work sites.

**ARTICLE 4--HOURS OF WORK**

Section 1. Eight (8) hours shall constitute a day's work and forty (40) hours in five (5) days shall constitute a week's work except that in accordance with Section 39-4-107, MCA, management shall meet and discuss with the Union the adoption of a forty (40) hour work week consisting of four (4) ten (10) hour days. This meeting shall be held prior to daylight savings time.

Section 2. Employees required or permitted to work more than forty (40) hours in a work week or more than eight (8) hours in a day, or more than ten (10) hours in a day for an employee working a “four-tens” schedule, shall receive either compensation for the overtime at the rate of 1 & 1/2 times the employee’s regular hourly rate or compensatory time at the same rate. The employee must declare in writing at the time that the overtime is earned whether the employee desires overtime pay or compensatory time. Compensatory time balances may not exceed one hundred twenty (120) hours. Once an employee’s compensatory time balance reaches 120 hours, any additional overtime shall be paid as set forth above. All overtime and/or compensatory time must be approved by the employee’s immediate supervisor.
Section 3. Employees shall be given eight (8) hours’ notice as well as an eight (8) hour break before being rescheduled to an irregular or temporary shift. Any employee rescheduled without proper notice shall be paid at the overtime rate for the irregular or temporary shift. However, if a rescheduling is for more than one irregular or temporary shift, proper notice will be assumed for the remainder of the assignment.

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

ARTICLE 5—CLOTHING AND ALLOWANCES

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

A. Fleet Maintenance Department: The City will provide Employees with safety vests and five (5) pair of coveralls or five (5) uniforms as needed for each mechanic. Fleet Maintenance mechanics shall individually have an option each year prior to when orders are placed to select either coveralls or uniforms from a uniform and/or cleaning service provider selected by the City. Fleet Maintenance employees will receive clothing allowances of $200.00 for FY20 plus an additional $5.00 each successive year of the agreement. Reimbursements by appropriate receipt.

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

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

D. Reimbursements for clothing shall be paid in the same or following pay period that receipts were submitted.

E. The Employer agrees to reimburse employees $25.00 per month in FY20, plus an additional $2.50 per month in FY21, FY22 and FY23 for employees’ use of personal cell phones for work related purposes.

ARTICLE 6--SENIORITY DEFINED

Section 1. "Seniority" means a city employee's length of continuous service with Fleet Maintenance Division of Central Services for which they are employed and are represented as a member of the bargaining unit. Seniority of employees who leave a bargaining unit position due to a temporary or probationary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by the following provisions.

A "temporary promotion" is defined as a promotion to a non-bargaining unit supervisory position due to any illness or injury to a non-bargaining unit supervisor. A bargaining unit member temporarily promoted to such a supervisory position may continue to
earn bargaining unit seniority for up to six (6) continuous months. Any time served as a temporary supervisor after six (6) continuous months shall not be allowed to count toward earned bargaining unit seniority. In the event a temporary supervisor receives a permanent supervisory assignment without having returned to the bargaining unit, bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the temporary supervisor position.

A "probationary promotion" is defined as a promotion to fill a non-bargaining unit supervisory position in a probationary status for up to six (6) continuous months. If the bargaining unit member accepting this probationary promotion returns to the bargaining unit at any time during, or at the end of, six (6) continuous months, he/she shall be allowed to receive earned bargaining unit seniority credit for the time served as a non-bargaining unit probationary supervisor. In the event a probationary supervisor accepts assignment as a supervisor for more than six (6) continuous months, his/her bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the non-bargaining unit probationary supervisor. Additional instances where a bargaining unit member shall not earn bargaining unit seniority are as follows:

A. To be absent from the job due to layoffs will be considered lost time for the purpose of accruing seniority; however, previous service upon reemployment shall count toward seniority;

B. To be absent from the job due to 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, discharges for justifiable cause, and retirement;

E. The Employer shall post a seniority roster on July 1 of each year. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made;

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.

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

ARTICLE 7--WAGES

Classifications and wage rates shall be as negotiated and set forth in Schedule A. In addition to such rates, employees shall be granted longevity pay at the rate of:
• Effective July 1, 2019, Nine dollars ($9.00) per month for each full year of service with the City.
• Effective July 1, 2020, Nine dollars ($9.00) per month for each full year of service with the City.
• Effective July 1, 2021, Ten dollars ($10.00) per month for each full year of service with the City.
• Effective July 1, 2022, Ten dollars ($10.00) per month for each full year of service with the City.

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

Definitions of types of employees shall be outlined in the City Personnel Manual.

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

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

ARTICLE 8--WINTER AFTERNOON/NIGHT SHIFT

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

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

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

C. Assignment will be made, and employees notified a minimum of one week prior to the start of the winter night shift. If less than one-week notice is provided, employees working the shift will be paid double time for the first shift worked.
D. Management has the right to assign lead positions on the winter night shift based on qualifications without regard to seniority or individual preference.

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

ARTICLE 9--LAYOFFS

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

Section 2. Recall of laid-off employees shall be made in the reverse order of 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 seventy-two (72) hours of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire eighteen (18) months after the employee’s lay-off date. The employer may recall laid off employees by telephone for winter storm callback as it is able to locate them by attempting to locate them in reverse order of layoff and a seventy-two (72) hour letter provision and its accompanying timely respond provision are hereby deemed waived and not applicable.

ARTICLE 10—EMERGENCY CALL BACK AND OVERTIME

Section 1. Fleet Maintenance Mechanics: In order to have employees available to respond to winter conditions on weekends and nights, the Division shall establish a voluntary stand-by list. Mechanics shall voluntarily sign up on the list for a weekend and/or a holiday during the winter season. When more than one person signs up to be on stand-by for a weekend and/or holiday, the most senior person shall receive the stand-by pay. Employees actually placed in weekend stand-by status shall be compensated at the rate of one dollar and fifty cents ($1.50) per hour for each twenty-four-hour period of the weekend for FY 20. This amount shall increase by five cents ($0.05) per hour each successive year of the agreement.

Section 2. Employees called out for work on assigned days off or employees reporting for scheduled work shall receive a minimum of four (4) hours work or four (4) hours pay. Employees called back for work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of two (2) hours work or two (2) hours pay. If an employee is called back within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave their shift early upon mutual agreement between the employer and employee so that only the normally scheduled work hours for the day will be worked.

Section 3. Overtime Policy: Overtime will commence at 7 minutes past the scheduled shift time and will be paid in 30 minute intervals. All overtime must be authorized.
ARTICLE 11--DISCIPLINE AND DISCHARGE

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

ARTICLE 12--HOLIDAYS

Employees shall be granted a day off with pay at their regular hourly rate (including ASE, AWS, ASME incentives) for each of the following holidays as established pursuant to Montana state law in Section 1-1-216, M.C.A.:

1. New Year's Day, January 1;
2. Martin's 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;
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.

Employees required to work on any of the above holidays shall receive Holiday pay and be paid the overtime rate of one and one half (1 ½) the regular rate for all hours worked on the Holiday.

Employees working ten (10) hour shifts during the pay period which the holiday falls shall receive ten (10) hours of Holiday pay.

ARTICLE 13--HEALTH INSURANCE

Section 1. Effective July 1, 2019 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. Effective July 1, 2019, employee contributions for spouse and dependent(s) coverage shall be those that were in effect for Fiscal Year 2019. Effective as soon as is practicable following the signing of this Agreement by all parties and continuing thereafter until and unless otherwise agreed upon by the parties, the employee contributions for single employee
coverage shall be reduced to zero and full cost of coverage for single employee coverage shall be paid by the City.

Section 2. From July 1, 2019 through June 30, 2023, the Union agrees to accept increases in employee contributions for spouse and dependent(s) coverage and changes to the benefit health plan design to those in effect as of July 1, 2019, up to a maximum of a twenty-five (25) percent increase in contribution rates plus the employee’s cost of benefit plan changes or $65.00 (sixty-five dollars) per employee per month (whichever is lower), 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 percentage increase apportioned to the employee contribution rate for spouse and dependent(s) coverage. The cost to the employee of plan changes shall be calculated by dividing the savings to the plan (as determined by the plan consultant) by the number of active City employees and retirees on the plan. Enhancements to the plan, such as vision coverage, approved by the City Council and in effect for all other City employees shall also be provided to the Union employees and shall not impact the calculation of the $65.00 limit in plan changes and employee contribution increases.

Section 3. The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes prior to approval by City Council. The City shall notify the Union when changes to benefit plan design are being considered. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.

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

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

ARTICLE 14—LEAVES OF ABSENCE

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

Section 2. An annual vacation calendar for each division shall be posted the first working day of January of each year, Employees will be given sixty (60) days to record their vacation request for the year, provided that the leave request is for more than five (5) days of vacation leave. Request for five (5) days or less need not be recorded within this sixty (60) day time period, but shall be made at least one week prior to the start of the requested vacation leave and shall be arranged upon mutual agreement between the Shop Manager and employee on a first-come first-serve basis. The Shop Manager shall determine whether vacation requests interfere with the Division’s work schedules and shall make any necessary adjustments on the basis of seniority. All leave requests submitted and approved in accordance with the provisions of this Article will not be canceled or altered in any way without mutual agreement between
management and any/or all affected employees unless the Mayor or City Council declares that an emergency exists.

Section 3. Accumulated sick leave credits may be used for family leave. If an employee does not have sufficient sick leave credits or vacation leave credits accumulated, the employee may request leave without pay status. Family leave time off shall be offered in accordance with the procedures described in Section 06-08 (Leave of Absence) in the City Personnel Policy Manual.

Section 4. Employees using accrued sick or who request leave without pay status for taking a family leave and who have expressed their intention to return to work at the end of the leave time shall be reinstated to their original job, or to an equivalent position with equivalent pay and accumulated seniority, retirement, and other benefits.

Section 5. Sick leave will be granted for up to five (5) days for an employee to attend or make arrangements for the funeral of parents, grandparents, siblings, children, grandchildren of the employee or the spouse of the employee, or son-in-law or daughter-in-law, or any individual, though not related by blood, who has been a member of employee's household. Sick leave may be used in increments of thirty (30) minutes for appointments with physicians and dentists.

Section 6. Each employee who serves as a juror shall collect all fees payable as a result of the service and forward the fees to the Employer to be applied toward the employee's pay for the period off duty. Employees shall not lose pay or other benefits because of jury service. In the event an employee is excused by the Court before the end of the working day, he shall report for work to complete the day unless the employee is scheduled for a seasonal afternoon or evening shift, in which case the employee has the option of reporting the following day. The employee shall have a reasonable amount of time to change clothes. If the employee elects to charge his time as juror against vacation time, the employee shall not be required to remit theirs fees to the Employer, nor to report for work if excused during the day. The employee may retain any mileage or meal allowances allowed as a juror.

ARTICLE 15--HEALTH AND SAFETY COMMITTEES

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

- Identifying existing or potential safety and health hazards;
- Reviewing the City of Missoula’s accident, injury or occupational illness (workers’ compensation) or other relevant data;
- Assessing existing health and safety policies, practices, activities, rules, guidelines, communications and training programs;
- Recommending changes or improvements to appropriate City of Missoula division or department heads; and/or
- Any other issues that the supervisors and labor representatives mutually agree to discuss.
Section 2. The Health and Safety Committees shall meet at mutually agreeable times and places. Upon mutual agreement, these committees may involve or interact with other health and safety committees or may invite participation by other individuals or groups.

ARTICLE 16--GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure:

Section 1. A grievance shall be defined as any dispute involving the interpretation, application, or alleged violation of the express provisions of this Agreement. Grievances or disputes, which may arise, shall be settled in the manner set forth herein.

Step 1: Within ten (10) working days of the occurrence of the grievance an employee with a grievance shall discuss the grievance with his/her immediate supervisor. The immediate supervisor shall have five (5) working days to respond verbally to the grievance.

Step 2: If the grievance is not resolved informally at Step 1, a formal grievance shall be presented in writing within ten (10) working days from receipt of the Step 1 response to the Department Head or his/her designee. The written grievance must identify the particular provision or provisions of the contract allegedly violated, the facts upon which such alleged violation is based, and the proposed remedy for the alleged contract violation. The Department Head or designee shall have ten (10) working days from receipt of the grievance to respond in writing.

Step 3: If the grievance is not settled satisfactorily at Step 2, the grievance shall, within ten (10) working days, be submitted in writing through the Union to the Mayor or the Mayor's designee. The Mayor, or designee, shall, within ten (10) working days after the receipt of the grievance, respond to the grievance in writing. By mutual agreement of both parties, a grievance meeting shall be held in order to resolve the grievance.

Step 4: If the grievance is not resolved by the response of the Mayor or the Mayor's designee at Step 3, the grievance may be referred to arbitration in writing by the aggrieved party within ten (10) working days of the date the aggrieved party receives the Step 3 response.

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

Arbitration:

Section 3. In the written referral to arbitration set forth at Step 4 above, the aggrieved party shall notify the other party regarding the matter to be arbitrated.
Section 4. Within five (5) working days of the date the matter is referred in writing to arbitration, the aggrieved party shall request a list of five (5) qualified arbitrators from the Montana State Board of Personnel Appeals. The Union and the Employer shall then each strike two (2) names in alternate order, and the remaining shall be the arbitrator. The aggrieved party shall strike the first name.

Section 5. Decisions of the arbitrator shall be final and binding on both parties. Costs incurred for the arbitrator shall be borne equally by both parties. Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement that directly pertain to the issue(s) submitted in writing for arbitration. The arbitrator shall consider and decide only the specific issues submitted in writing, and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this Agreement.

ARTICLE 17--PROBATIONARY PERIOD

Section 1. All new employees shall serve a one hundred eighty (180) calendar day probationary period. The Employer may dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth herein as a means of contesting the probationary employee's dismissal.

Section 2. In the event that a probationary employee is laid off, all previous service time with the City shall be credited to the probationary period if the Employee subsequently returns to work for the City in the same position held prior to the layoff.

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

ARTICLE 18--NON-DISCRIMINATION

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

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

Section 3. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity or gender expression. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. The Union recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer.
ARTICLE 19—SPECIAL PROVISIONS

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

Section 2. Mechanics having completed one (1) year of service shall be eligible to receive a tool allowance $860.00 for fiscal year FY20. The tool allowance shall increase by $15 each year of the contract. Employees may carry over up to $2595.00 of their tool allowance during the first three years of the contract, but cannot accumulate more than $1795.00 in the last year of the contract.

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

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

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

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

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

Section 7. 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. Whenever possible employees shall take rest breaks at their work site where their work is being performed.

Section 8. 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.

Section 9. The City will pay the cost of an individual's CDL license and physical as needed for renewal.
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 ____________, 2020.

For the Union:

By ________________________________
Troy Buhl
I.A.M. and A.W. District W24

For the City:

By ________________________________
Mayor John Engen
City of Missoula

ATTEST:

______________________________
Martha Rehbein, City Clerk
SCHEDULE A--CLASSIFICATION AND WAGES

FLEET MAINTENANCE DIVISION MECHANICS
OF THE CENTRAL SERVICES DEPARTMENT

<table>
<thead>
<tr>
<th>Classification</th>
<th>7/1/19</th>
<th>7/1/20</th>
<th>7/1/21</th>
<th>7/1/22</th>
</tr>
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<tr>
<td>Mechanic/Welder</td>
<td>$27.21</td>
<td>$28.03</td>
<td>$28.87</td>
<td>$29.74</td>
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<tr>
<td>Day Shift Lead Worker</td>
<td>$28.21</td>
<td>$29.53</td>
<td>$30.62</td>
<td>$30.62</td>
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</table>

Classification II

<table>
<thead>
<tr>
<th>Afternoon Swing Shift Lead Worker</th>
<th>7/1/19</th>
<th>7/1/20</th>
<th>7/1/21</th>
<th>7/1/22</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$28.21</td>
<td>$29.53</td>
<td>$30.62</td>
<td>$30.62</td>
</tr>
</tbody>
</table>

The Lead Worker classification pay level shall be an additional $1.00 effective July 1, 2019; $1.50 effective July 1, 2020; $1.75 effective July 1, 2021 per hour for lead worker pay in the stated wage for the individual in this classification.

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

After successful completion of one full year of service, mechanics/welders in the Fleet Maintenance Division have the opportunity to participate in the Incentive Pay Program as outlined in Appendix A. The Fleet Maintenance Superintendent and the City of Missoula will not exclude any I.A.M. and A.W. District W24 union member, regardless of job classification, from applying and testing for any approved certification, except as outlined in Appendix A. The City agrees to make one set of training materials for each certification available for study purposes.
Each mechanic/welder will receive a forty cent ($0.40) per hour pay increase for each authorized certification presented to the City of Missoula Fleet Maintenance Superintendent at the beginning of each budget year. The Fleet Maintenance Superintendent and the City of Missoula will not exclude any I.A.M. and A.W. District W24 union member, regardless of job classification, from applying and testing for any approved certification, except as outlined in this appendix. These certifications must be presented prior to June 1st, of each year to take effect on July 1st of the new fiscal year, with the following exception:

Newly hired employees and employees who have not yet completed one full year of service will be eligible for and will be paid for authorized certifications presented immediately upon completion of their one full year of service. Following the initial eligibility of one year of service, employees will be eligible in accordance with the June 1 deadline.

The current welder employee, who has more than three years of experience, shall be eligible for eight (8) certifications effective on July 1, 2018, and shall be eligible for additional certifications thereafter, up to the maximum(s) herein established.

Each mechanic/welder shall be able to increase his or her pay by $1.60 by presenting four new authorized certifications each fiscal year. Each mechanic/welder can select four new certifications from the list of Authorized Certifications below. There are 52 possible Authorized Certifications available, making it possible for a mechanic/welder to increase as much as eight (8) dollars per hour over a five year period of time.

The City of Missoula shall reimburse employees for certification and testing fees upon successful attainment of the certification by the employee. The employee shall receive their regular pay for travel and training provided such travel and training occurs during the employee’s regularly scheduled work hours. The City will make available one set of study materials for each certification, provided the materials are purchasable.

There are two Authorized Parts Certifications available. These will only be available to the Service Assistant. Each Authorized Part Certification listed below may result in forty cents ($0.40) per hour pay increase for the Service Assistant only.

The City of Missoula reserves the right to determine the training needs and modify the list of Authorized Certifications accordingly. All certifications must be pre-approved by the Fleet Maintenance Superintendent prior to testing.
LIST OF AUTHORIZED CERTIFICATIONS

Emergency Vehicle Technician Certification Commission Inc. (EVTCC) exam:
1. L-1 Law Enforcement Vehicle Installation Technician.

National Institute for Automotive Service Excellence (ASE):

ASE Automotive/Light Truck Certification Test Series: This section includes nine (9) certification exams as follows:
2. A1 Engine Repair
3. A2 Automatic Transmission / Transaxle
4. A3 Manual Drive Train and Axles
5. A4 Suspension and Steering
6. A5 Brakes
7. A6 Electrical/ Electronic Systems
8. A7 Heating and Air Conditioning
9. A8 Engine Performance
10. A9 Light Vehicle Diesel Engines

ASE Truck Equipment Certification Test Series: This section includes (3) certification exams as follows:
11. E1 Truck Equipment Installation and Repair
12. E2 Electrical/Electronic Systems Installation and Repair
13. E3 Auxiliary Power Systems Installation and Repair

ASE Medium / Heavy Truck Test Series: This section includes eight (8) certification exams as follows:
14. T1 Gasoline Engines
15. T2 Diesel Engines
16. T3 Drive Train
17. T4 Brakes
18. T5 Suspension and Steering
19. T6 Electrical and Electronic Systems
20. T7 Heating Ventilation and Air Conditioning (HVAC)
21. T8 Preventative Maintenance Inspection (PMI)

ASE Under Car Specialist:
22. X1 Exhaust Systems
Note: this test has prerequisites A4 Suspension and Steering and A5 Brakes.

ASE Advanced Engine Performance Specialist Test:
23. L1 ASE Advanced Engine Performance Specialist Test.
Note: this test has prerequisites including A8 Engine Performance.

ASE Electronic Diesel Engine Diagnosis Specialist Test:
24. L2 ASE Electronic Diesel Engine Diagnosis Specialist Test:
Note: this test has prerequisites including T2 Diesel Engines and T6 Electrical and Electronic Systems.
25. L3 ASE Light Duty Hybrid/Electric Vehicle Specialist
Note: This test has prerequisites A6 Automobile Electrical/Electronic Systems and A8 Engine Performance.
26. F1 ASE Alternate Fuels Certification Test
27. AWS D1.1 4G Fillet weld and break & Macroetch SMAW
28. AWS D1.1 4G fillet weld and break & Macroetch FCAW
29. AWS D1.1 3G ultimate thickness vertical position SMAW
30. AWS D1.1 3G ultimate thickness vertical position FCAW
31. AWS D1.1 4G ultimate thickness overhead position SMAW
32. AWS D1.1 4G ultimate thickness overhead position FCAW
33. AWS D1.1 6GR with restriction ring T-Y and K connections FCAW
34. AWS D1.1 6G Corner Macroetch joint T-Y and K connections FCAW
35. AWS D1.1 3G x-ray rated with backing SMAW
36. AWS D1.1 6G GTAW (TIG) mild steel ultimate thickness
37. AWS D1.1 6G FCAW (MIG) mild steel ultimate thickness
38. AWS D1.1 4F SMAW (Stick) 1" plate
39. AWS D1.1 QC-1in IB-F/H and TB F/H brazing up to one inch
40. AWS D1.1 4F 3/8 plate Dissimilar Metals FCAW (MIG)
41. AWS D1.2 6G GTAW (TIG) Aluminum
42. AWS D1.3 18 Ga-18Ga 4F
43. AWS D1.3 18 Ga-18Ga 4g
44. AWS D1.3 18 Ga-structural 4F
45. AWS D1.3 Structural to structural 4F
46. AWS D1.6 3G ultimate thickness vertical position FCAW stainless (FCP 309L)
47. AWS D1.6 4G ultimate thickness overhead position FCAW stainless (FCP 309L)
48. AWS D1.6 6G GTAW (TIG) Stainless
49. AWS D1.6 6G FCAW (MIG) Stainless (FCP 309L)

ASME (The American Society of Mechanical Engineers)

50. ASME Code 9 PQR-202 FCAW/SMAW 6F unlimited to 8"
51. ASME code 9 PQR-202 GTAW unlimited to 5/8"
52. ASME high pressure vessels certification

Authorized Certifications for Service Assistance
   ASE Parts Specialist Test Series:
   1. P1 Medium / Heavy Truck Dealership Parts Specialist
   2. P2 Automotive Parts Specialist
ARTICLE 7 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the “Fund”) for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

<table>
<thead>
<tr>
<th>$</th>
<th>For Each Hour</th>
<th>For Each Day</th>
<th>effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.35</td>
<td>checked</td>
<td></td>
<td>July 1 2019</td>
</tr>
<tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:
  Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.
  Hourly rate – standard work week is at least 40 hours but less than 5 days.
  Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

The contribution rates above apply to the following job classifications:

- [ ] All job classifications covered by this Agreement
- [ ] Only the following job classifications**:

**Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- [ ] 40 hours per week
- [ ] 2080 hours per year (with no weekly maximum)
- checked  No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- [ ] None
  1. 
  2. 
  3. 
  4. 

Page 1 of 3
D. The parties may negotiate that contributions will continue based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes ☐ No ☐

If yes, indicate how long: ____________________________________________

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee’s probationary period, but no later than sixty (60) calendar days after date of hire. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

1) Will contributions begin from date of hire? Yes ☐ No ☐

2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes ☐ No ☐

3) If no, indicate length of time contributions will be excluded (specify calendar or working days) ________________.

4) Indicate the length of the probationary period 180 calendar days ________________.

5) Does the company hire temporary employees? Yes ☐ No ☐

6) Will contributions for temporary employees begin from date of hire? Yes ☐ No ☐

7) If no, will contributions for temporary employees begin at 90 calendar days? Yes ☐ No ☐

8) In no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) ________________.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement (“Trust Agreement”), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the “Trustees”) in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer’s obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

-- END OF STANDARD CONTRACT LANGUAGE --

[The remainder of this page is intentionally left blank.]
FOR THE UNION:
Machinists Local Lodge 88
Name and Number of Lodge

Union Signature
Troy Buhl
Printed Name of Union Representative
Business Representative/Org.
Title
Date: 2-20-20
Email Address: troy@iamw24.org

FOR THE COMPANY:
City of Missoula
Name of Company

Employer Signature
John Engen
Printed Name of Employer Representative
Mayor
Title
Date: ________________________________
Email Address: ________________________________

EMPLOYER’S IRS IDENTIFICATION NUMBER: 6001293

Company mailing address: 435 Ryman, Missoula MT 59802
For plants or terminals located at:
1305 B Scott Street, Missoula, MT 59802
(Street) ________________________________ (City) ________________________________ (State) ________________________________ (Zip) ________________________________
(Street) ________________________________ (City) ________________________________ (State) ________________________________ (Zip) ________________________________

RECEIVED AND ACKNOWLEDGED BY:

Authorized Officer Signature
Date: ________________________________

Authorized Officer: Ryk Tierney, Executive Director