

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY OF MISSOULA AND

TEAMSTERS UNION LOCAL NO. 2; GARDEN CITY COMPOST and MISSOULA CEMETERY

JULY 1, 2023 - JUNE 30, 2028

Cemetery Unit Effective July 1, 2025

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COLLECTIVE BARGAINING AGREEMENT AND WAGE SCHEDULE BETWEEN
THE CITY OF MISSOULA AND
TEAMSTERS UNION LOCAL NO. 2;
Garden City Compost and Missoula Cemetery 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 Inspectors, Compost Operators, Cemetery Technicians 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. Each employee shall be entitled to a total of two daily fifteen (15) minute rest breaks during each workday's work shift, at a time and place approved by the Employer. The Employer shall allow an additional ½ hour break with pay during a shift, in which the employee works four hours beyond their 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 ½ hour of overtime compensation.

Section 2 Extreme Temperatures

In conditions where outdoor temperatures exceed 100 degrees F or -10 degrees F employees may take 2 ten-minute breaks during the time (morning or afternoon) when temperatures are at these levels rather than the one 15-minute break.

Section 3 Emergency Travel

If local officials declare an emergency travel only for the area an employee must travel from/to for work, the employee shall call into work to report unsafe travel and can elect to use vacation, LWOP or comp time leave to cover their shift until the emergency travel ban is lifted. If the emergency travel ban lifts during the regular scheduled shift, the employee shall call into work to inquire whether they are to return to work or if they can continue off for the remainder of the day.

Section 4. 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 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 at the rate of 1 and ½ times the employee's regular hourly rate. All overtime and/or compensatory time must be approved in advance by the employee's immediate supervisor.

Section 5. If an employee is working a Saturday shift in a week of a Holiday (Sunday – Saturday), assuming all other shifts during the week were paid, then the Saturday hours will be paid at 1.5 times regular rate of pay when total hours paid are over 40 in the week..

Section 6. COMPOST STAFF ONLY Call in: If an employee is called in to work outside of normal working hours, they will be guaranteed 3 hours minimum pay at time and a half, if the employee works over 3 hours, that time will also be paid at time and a half.

Section 7. CEMETERY STAFF ONLY: Weekend Overtime

Weekend overtime shall be compensated as follows for minimum guarantee: Morning shift: Four (4) hours and afternoon shift: Eight (8) hours. A strict cutoff shall be enforced at 12:00 PM (noon) to determine shift classification.

7.1 Example: If a morning shift goes beyond noon the employee shall be paid a guarantee of 8 hours.

7.2 No employee shall be guaranteed more than 8 hours in a day.

7.3 Example: If an employee works morning service and afternoon, they are guaranteed 8 hours, not 12 hours.

7.4 Management may schedule staff to perform duties for the full 4 or 8 hour shift.

Section 8 CEMETERY STAFF ONLY – Call In for Saturday Shifts

Determining which staff work weekends will be mutually decided between employees and management. Should there not be staff, or enough staff to cover the weekend shift then management shall use a call in list that is created and published. The call in list will be created in reverse seniority order.

Section 9. Hazard Pay

Employees shall receive an additional \$3 per hour for Hazard Pay associated with unhooused encampment cleanup operations that is pre-planned and coordinated by Management. No other regular job duties are eligible for Hazard Pay.

ARTICLE 5 - CLOTHING ALLOWANCES

Section 1. COMPOST STAFF ONLY The Employer agrees to furnish the following clothing and equipment items at a minimum:

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

All clothing shall be provided by the Employer and shall be replaced at the Employer'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 CEMETERY STAFF ONLY The Employer agrees to furnish the following clothing and equipment items at a minimum:

1. Sweatshirt/hoodie
2. One (1) reflective winter coat
3. One (1) pair coveralls
4. Five (5) shirts preferably similar to Carhartt force
5. Personal protective equipment

All clothing shall be provided by the Employer and shall be replaced at the Employer's discretion.

Section 4.0 The annual clothing allowance for all staff shall be: YR1: \$250, YR2: \$275, YR3: \$300.

Section 4.1 Reimbursement up to the amount of the annual clothing allowances listed in Section 4.0 shall be provided for approved clothing purchases on the soonest practicable date after the employee submits appropriate receipts.

Section 4.2 CEMETERY STAFF ONLY: (First Year Contract Only) If staff have essential items such as work boots, Rx safety goggles, etc they were unable to purchase for FY26 due to the change in non-union to union allowance, management will consider reasonable requests to purchase such item(s). Staff with such needs shall present their request via email to direct manager and PWM Director prior to purchase. Request shall include the item(s) and total amount requested. Such requests shall be made no later than 1/31/26.

Section 4.3 Logo Required: All outerwear and items worn above the waist, must have an approved, visible department logo in an approved location. Items provided to the employee upon hire shall have a logo provided by the employer, at the employer's cost. Outerwear worn above the waist purchased by the employee with or without clothing reimbursement shall have logo. Items requiring a logo shall be turned in to Employer to be logoed with bulk order on a quarterly basis. Reimbursement for logo wear will be

processed upon approval and receipt of the item. Employees should use discretion when wearing logo wear outside of the workday. Logo wear shall be returned to the department upon termination of employment.

ARTICLE 6 - SENIORITY

Section 1. "Seniority" means a bargaining unit employee's length of continuous service in this bargaining unit. 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 their ability to return to work and must express their intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the 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-cents (\$.07) per hour/ year of service with the City, effective July 1, 2023. As of July 1, 2027 the longevity rate shall increase to ten-cents (\$.10) per hour/year of service with the City.

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 for all compensable hours, 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 in compost who is designated in writing by the supervisor as a lead person shall receive an additional one dollar (\$1.00) per hour for all time in such a capacity. Lead workers may request a city issued cell phone.

Management may assign an employee based on performance, in the Green Waste Inspector Classification to as shift for operating equipment normally performed by an Operator. At which time, the employee will receive the same rate of pay as an Operator (See Wage Matrix) in differential pay for all time assigned as Operator. All such assignments are communicated by management normally in advance of the scheduled shift.

Cemetery shall classify one employee as Lead Worker. Wages for this position are in the wage matrix. When the Lead Worker position becomes vacant, the manager shall conduct an internal recruitment for selection of the next Lead Worker.

Section 5. Certification pay will be rolled into base wages for FY24 and cease to be offered moving forward.

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 who has completed their six-month probationary period, 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:

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. Juneteenth, National Freedom Day, June 19
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 first Thursday in November
10. Christmas Day, December 25;
11. State general election day on the first Tuesday after the first Monday of November of even numbered calendar years.

Any day declared a state legal holiday for all state and local government political subdivisions by the Governor or legislature 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.

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

<u>YEARS OF EMPLOYMENT</u>	<u>WORKING DAYS CREDIT</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

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. Members are allowed to use vacation leave as it is accrued, there is no wait period to use accrued leave.

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. Members may use sick leave as they accrue it. There is no wait period for use, once accrued.

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 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:

- Illness or injury of the employee
- Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
- Quarantine for contagious disease control, provided certification is obtained from the attending physician.
- Doctor or dental appointments for treatment of an 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.
- To attend or make arrangements for a funeral of a member of the employee's immediate family. Such leave shall not exceed ten (10) working days.
- To attend the funeral of another person at the sole discretion of the department head or their designee. Such leave shall not exceed eight (8) hours per CY.

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 39-71w736, 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 – 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 15 - 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 ten (10) 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 ten (10) 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 ten (10) additional working days, be submitted in writing to the Mayor or their 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, a coin toss will be used to decide which party strikes first. 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 16 - PROBATIONARY PERIOD

All employees hired will 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 17 - NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, mental or physical disability, religion, national origin, age, sex, marital or familial status, socio economic status, criminal conviction history, creed, vaccination status, physical condition, genetic information, political ideas, sexual orientation, gender identity and/or gender expression except where these criteria are reasonable bona fide occupational qualifications. The union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. The Employer agrees to not 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 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 18 - SPECIAL PROVISIONS

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

Section 2. COMPOST -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 their 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 6 – CEMETERY - City will provide tablets for use during work hours and will provide training to staff on how to use the device and required software installed. Management and staff shall use city issued devices or in person communication during work hours for non-emergency related communication and refrain from calling on personal phones except during off duty hours when the need for call in or other urgent communication exists. Staff shall not be disciplined for failing to answer their personal phone during work hours.

ARTICLE 19 - 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 20 - TERM OF AGREEMENT

This Agreement shall remain in force and effect from July 1, 2023 through June 30, 2028, 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.

Cemetery staff shall be added to this CBA effective July 1, 2025 through June 30, 2028.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this _____ day of December 2025 .

FOR THE UNION:

FOR THE CITY OF MISSOULA:

ATTEST:

SCHEDULE A
COMPOST CLASSIFICATIONS AND WAGES

Full Years of Service	7/1/2023		7/1/2024		7/1/2025	
	Operator	Green Waste Inspector	Operator	Green Waste Inspector	Operator	Green Waste Inspector
	\$30.60	\$26.69	\$31.82	\$27.76	\$33.10	\$28.87
1	\$30.67	\$26.76	\$31.89	\$27.83	\$33.17	\$28.94
2	\$30.74	\$26.83	\$31.96	\$27.90	\$33.24	\$29.01
3	\$30.81	\$26.90	\$32.03	\$27.97	\$33.31	\$29.08
4	\$30.88	\$26.97	\$32.10	\$28.04	\$33.38	\$29.15
5	\$30.95	\$27.04	\$32.17	\$28.11	\$33.45	\$29.22
6	\$31.02	\$27.11	\$32.24	\$28.18	\$33.52	\$29.29
7	\$31.09	\$27.18	\$32.31	\$28.25	\$33.59	\$29.36
8	\$31.16	\$27.25	\$32.38	\$28.32	\$33.66	\$29.43
9	\$31.23	\$27.32	\$32.45	\$28.39	\$33.73	\$29.50
10	\$31.30	\$27.39	\$32.52	\$28.46	\$33.80	\$29.57
11	\$31.37	\$27.46	\$32.59	\$28.53	\$33.87	\$29.64
12	\$31.44	\$27.53	\$32.66	\$28.60	\$33.94	\$29.71
13	\$31.51	\$27.60	\$32.73	\$28.67	\$34.01	\$29.78
14	\$31.58	\$27.67	\$32.80	\$28.74	\$34.08	\$29.85
15	\$31.65	\$27.74	\$32.87	\$28.81	\$34.15	\$29.92
16	\$31.72	\$27.81	\$32.94	\$28.88	\$34.22	\$29.99
17	\$31.79	\$27.88	\$33.01	\$28.95	\$34.29	\$30.06
18	\$31.86	\$27.95	\$33.08	\$29.02	\$34.36	\$30.13
19	\$31.93	\$28.02	\$33.15	\$29.09	\$34.43	\$30.20
20	\$32.00	\$28.09	\$33.22	\$29.16	\$34.50	\$30.27
21	\$32.07	\$28.16	\$33.29	\$29.23	\$34.57	\$30.34
22	\$32.14	\$28.23	\$33.36	\$29.30	\$34.64	\$30.41
23	\$32.21	\$28.30	\$33.43	\$29.37	\$34.71	\$30.48
24	\$32.28	\$28.37	\$33.50	\$29.44	\$34.78	\$30.55
25	\$32.35	\$28.44	\$33.57	\$29.51	\$34.85	\$30.62

WAGES CONTINUED

Full Years of Service	7/1/2026		7/1/2027	
	Operator	Green Waste Inspector	Operator	Green Waste Inspector
	\$34.42	\$30.02	\$35.80	\$31.22
1	\$34.49	\$30.09	\$35.90	\$31.32
2	\$34.56	\$30.16	\$36.00	\$31.42
3	\$34.63	\$30.23	\$36.10	\$31.52
4	\$34.70	\$30.30	\$36.20	\$31.62
5	\$34.77	\$30.37	\$36.30	\$31.72
6	\$34.84	\$30.44	\$36.40	\$31.82
7	\$34.91	\$30.51	\$36.50	\$31.92
8	\$34.98	\$30.58	\$36.60	\$32.02
9	\$35.05	\$30.65	\$36.70	\$32.12
10	\$35.12	\$30.72	\$36.80	\$32.22
11	\$35.19	\$30.79	\$36.90	\$32.32
12	\$35.26	\$30.86	\$37.00	\$32.42
13	\$35.33	\$30.93	\$37.10	\$32.52
14	\$35.40	\$31.00	\$37.20	\$32.62
15	\$35.47	\$31.07	\$37.30	\$32.72
16	\$35.54	\$31.14	\$37.40	\$32.82
17	\$35.61	\$31.21	\$37.50	\$32.92
18	\$35.68	\$31.28	\$37.60	\$33.02
19	\$35.75	\$31.35	\$37.70	\$33.12
20	\$35.82	\$31.42	\$37.80	\$33.22
21	\$35.89	\$31.49	\$37.90	\$33.32
22	\$35.96	\$31.56	\$38.00	\$33.42
23	\$36.03	\$31.63	\$38.10	\$33.52
24	\$36.10	\$31.70	\$38.20	\$33.62
25	\$36.17	\$31.77	\$38.30	\$33.72

CEMETERY WAGES

Full Yrs of Service	1-Jul-25			1-Jul-26			1-Jul-27		
	CL I	CLII	LEAD	CL I	CL II	LEAD	CL I	CL II	LEAD
	\$23.30	\$27.00	\$29.00	\$24.23	\$28.08	\$30.08	\$25.20	\$29.20	\$31.20
1	\$23.37	\$27.07	\$29.07	\$24.30	\$28.15	\$30.15	\$25.30	\$29.30	\$31.30
2	\$23.44	\$27.14	\$29.14	\$24.37	\$28.22	\$30.22	\$25.40	\$29.40	\$31.40
3	\$23.51	\$27.21	\$29.21	\$24.44	\$28.29	\$30.29	\$25.50	\$29.50	\$31.50
4	\$23.58	\$27.28	\$29.28	\$24.51	\$28.36	\$30.36	\$25.60	\$29.60	\$31.60
5	\$23.65	\$27.35	\$29.35	\$24.58	\$28.43	\$30.43	\$25.70	\$29.70	\$31.70
6	\$23.72	\$27.42	\$29.42	\$24.65	\$28.50	\$30.50	\$25.80	\$29.80	\$31.80
7	\$23.79	\$27.49	\$29.49	\$24.72	\$28.57	\$30.57	\$25.90	\$29.90	\$31.90
8	\$23.86	\$27.56	\$29.56	\$24.79	\$28.64	\$30.64	\$26.00	\$30.00	\$32.00
9	\$23.93	\$27.63	\$29.63	\$24.86	\$28.71	\$30.71	\$26.10	\$30.10	\$32.10
10	\$24.00	\$27.70	\$29.70	\$24.93	\$28.78	\$30.78	\$26.20	\$30.20	\$32.20
11	\$24.07	\$27.77	\$29.77	\$25.00	\$28.85	\$30.85	\$26.30	\$30.30	\$32.30
12	\$24.14	\$27.84	\$29.84	\$25.07	\$28.92	\$30.92	\$26.40	\$30.40	\$32.40
13	\$24.21	\$27.91	\$29.91	\$25.14	\$28.99	\$30.99	\$26.50	\$30.50	\$32.50
14	\$24.28	\$27.98	\$29.98	\$25.21	\$29.06	\$31.06	\$26.60	\$30.60	\$32.60
15	\$24.35	\$28.05	\$30.05	\$25.28	\$29.13	\$31.13	\$26.70	\$30.70	\$32.70
16	\$24.42	\$28.12	\$30.12	\$25.35	\$29.20	\$31.20	\$26.80	\$30.80	\$32.80
17	\$24.49	\$28.19	\$30.19	\$25.42	\$29.27	\$31.27	\$26.90	\$30.90	\$32.90
18	\$24.56	\$28.26	\$30.26	\$25.49	\$29.34	\$31.34	\$27.00	\$31.00	\$33.00
19	\$24.63	\$28.33	\$30.33	\$25.56	\$29.41	\$31.41	\$27.10	\$31.10	\$33.10
20	\$24.70	\$28.40	\$30.40	\$25.63	\$29.48	\$31.48	\$27.20	\$31.20	\$33.20
21	\$24.77	\$28.47	\$30.47	\$25.70	\$29.55	\$31.55	\$27.30	\$31.30	\$33.30
22	\$24.84	\$28.54	\$30.54	\$25.77	\$29.62	\$31.62	\$27.40	\$31.40	\$33.40
23	\$24.91	\$28.61	\$30.61	\$25.84	\$29.69	\$31.69	\$27.50	\$31.50	\$33.50
24	\$24.98	\$28.68	\$30.68	\$25.91	\$29.76	\$31.76	\$27.60	\$31.60	\$33.60
25	\$25.05	\$28.75	\$30.75	\$25.98	\$29.83	\$31.83	\$27.70	\$31.70	\$33.70
26	\$25.12	\$28.82	\$30.82	\$26.05	\$29.90	\$31.90	\$27.80	\$31.80	\$33.80
27	\$25.19	\$28.89	\$30.89	\$26.12	\$29.97	\$31.97	\$27.90	\$31.90	\$33.90
28	\$25.26	\$28.96	\$30.96	\$26.19	\$30.04	\$32.04	\$28.00	\$32.00	\$34.00
29	\$25.33	\$29.03	\$31.03	\$26.26	\$30.11	\$32.11	\$28.10	\$32.10	\$34.10
30	\$25.40	\$29.10	\$31.10	\$26.33	\$30.18	\$32.18	\$28.20	\$32.20	\$34.20

Schedule B
**Western Conference of Teamsters Pension Trust Contributions for
Garden City Compost and Missoula Cemetery for all compensable hours**

Section 1 Effective July 1, 2023 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of Compost Green Waste Inspector and Compost Operator members of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.23 per compensable hour, which includes \$0.32 for the Program for Enhanced Early Retirement (PEER/84).

Section 2 Effective July 1, 2024 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of Compost Green Waste Inspector and Compost Operator members of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.33 per compensable hour which includes \$0.32 for the Program for Enhanced Early Retirement (PEER/4).

Section 3 Effective July 1, 2025 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of Compost Green Waste Inspector and Compost Operator members of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.43 per compensable hour which includes \$0.33 for the Program for Enhanced Early Retirement (PEER/84).

Section 3.1 Effective Dec 1, 2025 the Employer shall pay the Western Conference of Teamsters Pension Trust on account of cemetery members of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$0.25 per compensable hour which includes \$0.01 for the Program for Enhanced Early Retirement (PEER/84).

Section 4 Effective July 1, 2026 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of Compost Green Waste Inspector and Compost Operator members of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.53 per compensable hour which includes \$0.34 for the Program for Enhanced Early Retirement (PEER/84).

Section 5 Effective July 1, 2027 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of Compost Green Waste Inspector and Compost Operator members of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.63 per compensable hour which includes \$0.34 for the Program for Enhanced Early Retirement (PEER/84).

Section 6 The contributions 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 7 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such 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 herein provided for within the time specified shall be a breach of this Agreement.

Western Conference of Teamsters Pension Trust Contribution

Compost Green Waste Inspector and Compost Operator members:

Year	Basic Rate	PEER 84 Rate	Total Contribution Rate
July 1st 2023	\$4.91	\$0.32	\$5.23
July 1st 2024	\$5.00	\$0.32	\$5.33
July 1st 2025	\$5.10	\$0.33	\$5.43
July 1st 2026	\$5.19	\$0.34	\$5.53
July 1st 2027	\$5.29	\$0.34	\$5.63

Cemetery members:

Year	Basic Rate	PEER 84 Rate	Total Contribution Rate
Dec 1 st 2025	\$0.24	\$0.01	\$0.25
July 1 st 2026	\$0.24	\$0.01	\$0.25
July 1 st 2027	\$0.24	\$0.01	\$0.25

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MISSOULA
AND
TEAMSTERS UNION LOCAL NO. 2, GARDEN CITY COMPOST AND MISSOULA CEMETERY**

This memorandum of understanding is made and entered into between the City of Missoula, County of Missoula, State of Montana (therein after referred to as the Employer) and the Teamsters Compost/Cemetery union (herein after referred to as the Unions).

The employer agrees to take time to explore options to ensure adequate cooling and heating in the Cemetery shop. The employer will meet with the union upon gathering options to present the recommended solutions for remedy to the facility being too hot in the summer and to offer a more efficient way to heat the facility in winter. This meeting will occur prior to June 30, 2026.

In witness whereof, said parties of this agreement have hereunto set their hands and seals this _____ day of December 2025.

For the City

For the Union

Attestation:

