

COLLECTIVE BARGAINING AGREEMENT AND WAGE SCHEDULE
BETWEEN
THE CITY OF MISSOULA
AND
MONTANA PUBLIC EMPLOYEES ASSOCIATION
REPRESENTING MAINTENANCE TECHNICIANS
IN THE PARKS AND RECREATION DEPARTMENT
THE GRIEVANCE PROCEDURE ESTABLISHED IN THIS AGREEMENT
CONTAINS AN ARBITRATION PROVISION

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 the Montana Public Employees Association (hereinafter referred to as the Association). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Association including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to salaries, wages, hours and other conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Association as the sole and exclusive bargaining representative pursuant to this agreement for the full time maintenance technicians within the City Parks and Recreation Department, but excluding any and all other Parks and Recreation Department employees included within this exclusion are: the Director, any supervisors, any professional employees, any recreation specialists, any park development specialists, any part-time or seasonal employees, any clerical and office employees, and all other Parks and Recreation Department personnel by whatever employee classification they may be known by.

This recognition by the employer of the above-identified sole and exclusive bargaining representative shall continue through the term of this collective bargaining agreement between the employer and the Association, provided, however, that no sooner than 90 days, nor later than 60 days prior to the expiration date of this agreement, the employer or any employee or any employee organization may request a new determination as to the majority status of the Association. Such request may be made to the Montana Board of Personnel Appeals in writing if at least 30 percent of the employees in the bargaining unit, as defined in Article I of this Agreement, state that they no longer desire to be represented for the purposes of collective bargaining by the Association. To be valid, signatures must be no more than six months old and must conform in all respects to appropriate Montana Board of Personnel Appeals Rules and Regulations.

ARTICLE 2
MANAGEMENT RIGHTS

Any management rights not specifically relinquished herein pursuant to the provisions of this agreement shall be retained by the Employer, and it is hereby recognized that the Employer has the authority to exercise and assert any and all management rights not expressly relinquished herein.

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

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

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

ARTICLE 3 ASSOCIATION SECURITY

1. The statutory right of public employees to exercise their right of non-association with labor organizations pursuant to Section 39-31-204, M.C.A. is hereby recognized, and the statutory procedures for exercising this right are hereby adopted as part of this agreement.

Any present or future full time maintenance technician employee who is not an Association member and who does not make application for membership within one (1) month of commencing employment and who is not exercising their statutory right of non-association on religious grounds shall, as a condition of employment, pay to the Association each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Association dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty-one (31) days after receipt of written notice to the Employer from the Association.

2. Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Association dues of such employee from his pay and remit such deduction by the fifteenth (15th) day of the following month to the official designated by the Association in writing to receive such deductions. The Association will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Association shall notify the Employer in writing of any change in the amount of such regular membership dues to be deducted. Such designation by an employee shall be effective until specifically revoked in writing at any time by the individual employee. No payroll withholdings shall be made for payment of initiation fees, Association assessments or fines or any other Association fee.

3. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article, including but not limited to dues withholding and alleged wrongful termination claims and lawsuits.

ARTICLE 4
ASSOCIATION RIGHTS

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

2. Visits by Association representatives. The Employer agrees that staff representatives of the Association shall be permitted to come on the premises of the City Parks and Recreation Department Office for the purpose of investigating and discussing grievances if the Association representative first obtains a mutually agreeable time with the City of Missoula Parks and Recreation Department Director or his/her designated representative, so long as the visit by the Association representative does not, in any way, interfere with the efficient and normal operation of the City Parks and Recreation Department work and does not last any longer than one-half (1/2) hour on any individual work day.

3. Employee Association activities. The Employer agrees that one City employee Association steward may investigate and discuss grievances at the City of Missoula Parks and Recreation Department Office at a mutually agreeable time provided that the investigation and discussion does not, in any way, interfere with the efficient and normal operation of the City Parks and Recreation Department and does not last any longer than fifteen (15) minutes on any given individual workday.

4. Employee at bargaining table. The Employer agrees that two City employees who are full time maintenance technicians and members of the Association may have leave-with-pay during normally scheduled work hours only, to attend actual negotiating sessions with regard to collective bargaining agreements with the Employer, if the sessions occur during their regular work hours and so long as the presence of the employees at the bargaining table does not require the City to provide a substitute worker at the job site for the employees who are attending collective bargaining negotiation sessions.

5. Solicitation. The Association agrees that Association members shall not solicit membership in the Association or their activities during working hours of the Association members.

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

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

ARTICLE 5
HOURS OF WORK AND OVERTIME

1. A work week shall comprise the time period Sunday through Saturday. Generally the normal work week shall begin on Monday and end on Friday unless advance notice to the contrary is given as outlined herein. The work schedule shall be comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Eight (8) hours of work including two (2) fifteen (15) minute break periods near the middle of each half shift whenever feasible shall constitute a normal day's work, unless a work schedule of four (4) ten (10) hour days is implemented during certain times of the year, in which case ten (10) hours shall constitute a normal day's work. When employees work a four (4) ten (10) shift, breaks shall be extended by five (5) minutes

to a total of twenty (20) minutes for each break. If an employee, during any break period, is performing any work or participating in any work related discussions with non-union managers or supervisors, that time will not count as break time and the break will be extended accordingly. The workday shall be interrupted near the middle of the workday to allow for a lunch break without pay. Forty (40) hours of work during a work-week shall constitute a week's work. The employer shall provide (5) five working days notice and a written explanation to employees before a change in work schedules is implemented except in the event of an emergency or natural disaster.

2. Daily rest breaks of employees shall be taken at the work site where work is being performed whenever possible, and if an employee returns to the Parks and Recreation Department office building solely for a rest break, travel time to and from the work site shall be included as part of the time allocated for the rest break. Any travel time from and back to a work site that is made solely for the purpose of taking a rest break shall be included as part of the time allocated for the rest break. Employees shall not go to their residences during a daily rest break.

3. Employees employed for a work week longer than forty (40) hours or for a time period during a specific workday that is in excess of a day's work as defined herein shall receive compensation for the overtime employment at the rate of one and one-half (1 1/2) times the hourly wage rate at which employed including longevity, but excluding all other special allowances, and fringe benefits. Overtime shall not be paid more than once for the same hours worked. The ninth and tenth hours in a workday scheduled in a work week of four (4) ten (10) hour days shall not be hours for which there is any requirement for or right to receive overtime compensation.

4. Employees called back to work on a regularly scheduled day off, as well as employees called back to work on the same date that they have previously completed a day's work shall be guaranteed a minimum of three (3) hours work and a minimum-three (3) hours pay, or for hours actually worked, if in excess of three (3). Employees called back to work must work three (3) hours if three (3) hours of work is available in order to receive three (3) hours pay for the call back; if there are less than three (3) hours work to perform, the employee may go home after the call back work is completely performed, including the completion of all paper work and reports, and still receive three (3) hours pay.

Employees called out to work on a scheduled holiday shall receive one and one half (1 1/2) times the hourly rate of pay, for hours actually worked, in addition to the regular rate of pay for the scheduled holiday.

5.(a).Whenever it becomes necessary to holdover an employee(s) to work overtime, the employee(s) involved with the task shall have the first opportunity to stay on the job to complete the task, if the employee(s) is unable to remain at work, the employer shall assign employees according to ability, seniority, and whenever possible on a voluntary basis. Such overtime assignments shall be on a continuous rotating method among those employees at work who are qualified to perform the work, unless there is only one qualified employee at work, in which case that employee may be required to perform the overtime work.

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

5(b) Overtime work for which employees are called back to work shall be distributed as equally as possible among employees in each classification, who are qualified to do the work, with the callback overtime work first being offered to those employees qualified to perform the work who are scheduled to work their regularly scheduled shift on the day of the call back. As it becomes necessary to call back employees, the Employer shall use the Voluntary sign up list and policy as noted here:

Employees shall voluntarily sign up to fill overtime, call out and call back needs. Employees, who voluntarily sign up for call out and call back, will be required to answer their phones, should a mandate or emergency require an employee (per contract) address an issue. Employees volunteering for callout, call back, overtime and shift extension, shall be called or held over on the basis of the following:

- Skill, knowledge, ability for the task
- Seniority within classification
- Most appropriate classification for task
- Seniority (or reverse seniority) within class (among available and eligible employees)
- Per rotating list of employees (beginning with most (or least) senior)

See Exhibit A for current Operating Procedures for overtime, call out and call back, including clarification of required availability for a mandate or emergency.

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

7. An employee covered by this agreement may agree to accumulate compensatory time at the rate of one and one-half hours per hour of overtime worked that exceeds forty (40) hours within the work week in lieu of drawing overtime wages for overtime work, as long as the compensatory time is used within one hundred eighty (180) days from the date the compensatory time is earned. Notwithstanding the condition stated above, all compensatory time from the preceding calendar year must be used by March 31 of the next calendar year.

ARTICLE 6 LEGAL HOLIDAYS

1. The following are legal holidays in the State of Montana and are hereby recognized as legal holidays for the City Parks and Recreation Department employees represented pursuant to this Agreement.

Employees shall be granted a day off with pay for each of the following holidays as established pursuant to Montana state law in Section 1-1-216, M.C.A. as revised effective October 1, 1991:

- a. New Year's Day, January 1;
- b. Martin's Luther King Day, the third Monday in January;
- c. President's Day (Lincoln's and Washington's Birthdays), the third Monday in February;
- d. Memorial Day, the last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, the first Monday in September;
- g. Columbus Day, the second Monday in October;
- h. Veterans' Day, November 11;
- i. Thanksgiving Day, the fourth Thursday in November;
- j. Christmas Day, December 25;
- k. State general election day;
- l. 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 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.

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

3. An employee shall be eligible for holiday pay if the employee is on the active payroll of the City and if the employee is in a pay status on his last regularly scheduled working day immediately before the holiday or his first regularly scheduled working day immediately after the holiday, provided the day is not her/his very first employment date for that employment period with the City. Regular part-time employees shall be granted holidays on a prorated basis provided they normally work at least twenty (20) hours per work week.

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

5. Employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight hourly rate of pay. This applies during four (4) day, ten (10) hour work week schedules. In order for an employee to receive ten (10) hours of pay for a legal holiday day off during a four (4) day, ten (10) hour work schedule, two (2) hours shall be deducted from accumulated vacation time in addition to the eight (8) hours of legal holiday pay. However, at the employees option and request, in lieu of allocating the ninth and tenth hours of pay to accumulated vacation time, the employee may request that the ninth and tenth hours of a four-day, ten-hour work schedule work day that is on a legal holiday be processed as leave without pay time.

ARTICLE 7
VACATIONS

1. Pursuant to Montana State law, each regular full-time employee covered by this agreement shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credit, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Vacation leave credits earned shall be credited at the end of each month. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A. must be credited with 1 year of employment for each period of 2,080 hours of service following the date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he/she is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

2. An employee may maintain (warehouse) but not accrue annual vacation leave credits while in a leave without pay status.

3. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the City whether the employment is continuous or not. A working day equals eight (8) hours for the purpose of accumulating vacation leave credits.

<u>Years of Employment</u>	<u>Working Days Credit</u>	<u>Working Hours Credit</u>
1 day through 10 years	15	120

10 yrs through 15 yrs	18	144
15 yrs through 20 yrs	21	168
20 yrs on up	24	192

4. Scheduling of vacations shall take place as follows:

- a. For high demand vacation periods, an annual calendar shall be posted on or before the first working day of July. Due to snow removal mandates, the high demand period is defined as November 15th to March 14th. Employees will have thirty (30) days to record their vacation request. Vacation requests for the high demand period that are received following the thirty (30) day recording period will be handled on a “first come, first served” basis.
- b. For vacation request outside of the high demand vacation periods, an employee may make application directly to the division manager on a “first come, first served” basis. Vacation requests may be made up to fifteen (15) months in advance of the requested vacation date.
- c. The following Seniority shall apply to both “a” and “b” above: If more than one (1) employee requests a particular period of time for his/her vacation and if, in the opinion of the Employer, only one (1) employee can be released during this period of time the most senior employee shall be provided the time off. Such seniority rights on establishing a vacation date would be honored should there be a conflicting date; therefore an employee’s choice of first vacation shall have precedent over a more senior employee’s second vacation selection and a second vacation selection priority over a senior employee’s third vacation selection.

5. Accumulation of vacation leave.

- a. Pursuant to Montana State law, annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. The amount of vacation leave that exceeds the maximum amount which may be accumulated is the excess vacation leave. Excess vacation leave must be used within 90 days of the end of the calendar year. However, excess vacation leave is not forfeited if a reasonable request to take excess leave is made in writing and denied within 90 calendar days from the last day of the calendar year in which the excess was accrued. In the event that the employee requests use of excess vacation leave within the 90 day grace period and that request is denied, the employee shall be given the opportunity to use the excess vacation leave before the end of the calendar year in which the use of excess vacation leave was requested. The balance of excess leave remaining after the end of the calendar year in which a reasonable request was made shall be forfeited, effective on the first day of the subsequent calendar year.
- b. An employee who terminates his/her employment for reason not reflecting discredit on the employee shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 2-18-661, M.C.A.
- c. However, if an employee transfers to another department or agency of the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving department or City agency assumes liability for vacation credits transferred with the employee.

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

ARTICLE 8 SICK LEAVE

1. Pursuant to Montana State law, each regular full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. A working day equals eight (8) hours for the purpose of accumulating sick leave credits. Employees are not entitled to be paid sick leave until they have been continuously employed ninety (90) days.

2. Pursuant to Montana State law, an employee may not accrue sick leave credits while in a leave-without-pay status.

3. Pursuant to Montana State law, an employee who terminates employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the City wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits (s)he had accrued prior to July 1, 1971. However, where an employee transfers between departments or agencies within the City government (s)he shall not be entitled to a lump-sum payment. In such a transfer the receiving department or agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

4. Whenever the City Human Resources Office or the Director of the Parks and Recreation Department has reason to believe that an individual employee might be abusing sick leave, they may request the employee claiming or using sick leave to substantiate this claim or use in the same manner required by the City personnel policy for employees. In all other instances, the City retains the right to require the employee to substantiate their claim or use of sick leave any time the employee is sick more than three consecutive work days, whether or not the City suspects an abuse of sick leave.

5. Parks and Recreation Department employees may use accumulated sick leave after the state law qualifying time period for, (a) their own personal illnesses; (b) a serious affliction of one of the employee's immediate family, who is a member of the employee's household, and the employee's actual presence is necessary to care for the sick individual; (c) attendance at a funeral of one of the employee's immediate family for up to three (3) days unless prior approval for additional sick leave time off is granted by the Parks and Recreation Director. The immediate family shall mean the employee's spouse and any member of the employee's household or any parent, child, grandparent, grandchild or corresponding in-law.

6. Termination pay shall be paid on the next regularly scheduled payday after the date of termination.

7. An employee who receives a lump-sum payment pursuant to this Article and who is again employed by the City shall not be credited with any sick leave for which the employee has previously been compensated as part of termination pay.

8. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in

this section. Abuse of sick leave includes but is not limited to misrepresentation of the actual reason for charging an absence to sick leave, which may also constitute and be just cause for both dismissal and forfeiture of the lump-sum termination payment. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline that may eventually constitute just cause for both dismissal and forfeiture of the lump-sum termination payment. Absences improperly charged to sick leave may, at the Employer's (City's) discretion, be charged to available compensatory time or leave without pay. Sick leave abuse may result in an employee's dismissal and forfeiture of the lump-sum termination payment.

9. Any Parks and Recreation Department employee intending to make proper use of approved sick leave shall notify the Parks and Recreation Department Director or his/her designated representative as soon as possible either prior to the commencement of each day's work shift or immediately at the start of a scheduled work shift of the employee's need to make use of sick leave.

ARTICLE 9 OTHER LEAVES

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

2. Jury Duty. Pursuant to Montana State law, each City Parks and Recreation Department employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the City accounting office. Juror fees shall be applied against the amount due the employee from his/her employer. However, if an employee elects to charge his/her juror time off against his/her annual leave, he/she shall not be required to remit his/her juror's fees to his/her employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowance paid him/her by the court.

3. Serving as a witness. Pursuant to Montana State law, a City Parks and Recreation Department employee subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the accounting office. Witness fees shall be applied against the amount due the employee from his/her employer. However, if an employee elects to charge his/her witness fees off against his/her annual leave, he/she shall not be required to remit his/her witness fees to his/her employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowances paid him/her by the Court.

4. Leave of Absence Without Pay to Hold Public Office.

- a. In the event a City Parks and Recreation Department employee is elected or appointed to a public office in the City, County, or State, the City shall grant such employee a leave of absence without pay, not to exceed one hundred eighty (180) days per year, while they are performing public service. The employee must request in advance and in writing the aforementioned leave of absence without pay.
- b. Employees granted a leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified by a licensed physician.

5. Pregnancy and maternity leave. Accumulated sick leave credits may be used for pregnancy leave and related maternity time off. If an employee does not have sufficient sick leave credits accumulated for a reasonable pregnancy and maternity leave, the employee may request leave without pay. Pregnancy leave and related maternity leave time off shall be a reasonable amount of time depending on the extent and duration of the necessary leave of absence.

The amount of time taken off shall be based upon agreement between the employee and her department head, subject to proper medical certification. Employees using sick or vacation leave for pregnancy and related maternity time off that have signified on the request for disability leave form their intention to return to work at the end of the agreed to leave time, shall be reinstated to their original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, and other benefits, if and when the employee is physically able to return to work as certified by a licensed physician.

Pursuant to Montana Human Rights Law in Sections 49-2-310 and 49-2-331, M.C.A., it shall be unlawful for an employer or the employer's agent to:

- (1) terminate a woman's employment because of pregnancy;
- (2) refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- (3) deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
- (4) require that an employee take a mandatory maternity leave for an unreasonable length of time.

Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

Employees using leave without pay for pregnancy and related maternity time off that have signified on the request for disability leave form their intention to return to work at the end of the agreed to leave time, shall be reinstated to their employment position which they held at the time their leave commenced or to an equivalent position at a rate of pay that is at least the amount they were earning at the time their leave commenced with any unused benefits that they had accumulated as of the date of the commencement of their leave and with the amount of seniority that they had accumulated as of the commencement of their leave. Prior to returning to work the employee shall present certification from a licensed physician that she is physically able to return to work and perform her employment duties.

6. Leave without pay. Leave without pay shall be as agreed to and authorized by the City of Missoula Parks and Recreation Department Director and the Mayor or designee. During a leave without pay status in excess of two (2) continuous hours no vacation or sick leave or service time for retirement will accrue. City payment of health and dental insurance premiums continue only for the remainder of the month in which the leave without pay status commences.

ARTICLE 10 SENIORITY

"Seniority", as defined by this agreement, means an employee's length of continuous service within the M.P.E.A. bargaining unit. Seniority shall be computed from the date the employee began continuous service as a member of the M.P.E.A. bargaining unit in the Parks and Recreation Department. 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 position vacancy, illness of, 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 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 this six (6) continuous months time period, 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:

1. 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;
2. 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;
3. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority;
4. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement;
5. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to eighteen (18) months or a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician, whichever is the shorter time period. Once medically released by a physician, the injured worker must notify the City within five (5) days of his/her ability to return to work and must express his/her intent to return to work at the next work shift. 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.
6. Seniority only serves as a qualification for benefits as expressly provided for in this Article and for no other purpose.

ARTICLE 11 LAYOFFS

1. If due to shortage of work or funds, or change in the organization, it becomes necessary to lay off bargaining unit employees, those with the least seniority with the City Parks and Recreation Department shall be laid off first, unless it is necessary for the normal operation of the Parks and Recreation Department facilities based on actual on-the-job experience to retain a particular employee normally assigned to a particular area of

work assignments. Layoffs within particular areas of work assignments shall be by lay off of those with the least seniority within the area of work assignment. Employees affected by any layoffs shall have the right to bump less senior employees in other areas of work assignments only if they are currently qualified by extensive experience as well as physically able to perform the duties of the other employment position. Employees subject to layoff shall receive a minimum of two (2) weeks advance notice prior to such layoff. No regular full-time employee may be laid off when there are emergency, provisional, temporary, part-time, or probationary employees in the class of work affected by the reduction in work force.

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

ARTICLE 12 DISCIPLINARY PROCEDURES

1. Prompt feedback on performance and constant communication is necessary between supervisors and their employees. In addition, if an employee is not performing his/her duties in a satisfactory manner, it is the responsibility of his/her supervisor to give proper notice and guidance outlining the deficiencies. The following progressive disciplinary procedures shall be utilized however, it should be understood that depending on the nature and circumstances of the unsatisfactory performance, the department head may use any disciplinary measure appropriate within their judgment:

A. LEVEL ONE: A warning from the employee's supervisor outlining the unsatisfactory job performance and the corrective measures that need to be taken.

1. The warning shall contain:

- a. the date and time the warning was given,
- b. what performance deficiency or violation has occurred,
- c. the corrective measures that need to be taken,
- d. the time period the employee has in which to improve his/her performance or correct his/her behavior, and
- e. what further actions will be taken if the employee does not improve his/her performance or correct his/her behavior.

2. Copies of the notice outlining the warning will be forwarded to the employee and to the Personnel Department for placement in the employee's personnel file.

3. The employee shall have the right to make a written response to the warning and to have that response placed in their personnel file with the warning.

4. The warning shall remain in effect for six months.

B. LEVEL TWO: A written reprimand by the employee's department/division head outlining the unsatisfactory job performance and the corrective measures to be taken.

1. The department/division head shall write a letter, which states the date, time, and nature

of the reprimand and the corrective measures that need to be taken.

2. Copies of the written reprimand will be forwarded to the employee, the M.P.E.A. union representative and to the Human Resources Department for placement in the employee's personnel file.

3. The written reprimand will remain in effect for one year for the unsatisfactory job performance stated on the written reprimand form. Further remedial actions, including dismissal, may be taken in this time frame if the unsatisfactory job performance is not corrected.

C. LEVEL THREE: The department head suspends the employee for up to five working days for continued unsatisfactory job performance after the employee has been notified through a warning or written reprimand that his/her performance is unsatisfactory.

1. The department head shall write a letter stating the date, time, and nature of the suspension and the corrective measures that need to be taken.

2. Copies of the suspension letter will be forwarded to the employee and Personnel Department for placement in the employee's personnel file.

3. Dismissal may be automatic for 3 months following the suspension if the unsatisfactory job performance is not corrected.

D. LEVEL FOUR: Following the suspension and if the employee's job performance has not been corrected in the 3-month time frame, the department head, with the approval of the Mayor or his/her designee, may dismiss the employee for disciplinary reasons involving violation of work rules, regulations, or other personnel or departmental policies and procedures.

2. Each employee must comply with all safety regulations and/or utilize any safety equipment provided to employees, or disciplinary action including dismissal may be imposed for failing to obey safety regulations and/or utilize safety equipment.

ARTICLE 13 DISCRIMINATION

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

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

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Association recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer with responsibility for insuring compliance with all policies and laws pertaining to historically

underrepresented groups and classes, including but not limited to women, minorities and the handicapped.

ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURE

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. If the time limits set forth herein are not adhered to by either one of the parties, the grievance shall be settled in favor of the party that is not in default of the time limits. Any extensions of time limits shall be upon mutual agreement and in writing.

Step 1. Within five (5) working days of the occurrence of the grievance an employee with a grievance shall discuss their grievance with their immediate supervisor. The immediate supervisor shall have five (5) working days to respond to the grievance.

Step 2. If the grievance is not resolved informally at step 1, a formal grievance shall be presented in writing within five (5) working days from receipt of the step 1 response to the Department Head or his/her designee. The Department Head or designee shall have five (5) 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 five (5) working days be submitted to in writing, through the association to the Mayor or the Mayor's designee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated, and the relief requested. The Mayor 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 matter is not resolved at this point, within five (5) working days either party may request a conciliation meeting to be held with the parties involved as a final attempt to resolve the dispute prior to proceeding to arbitration. If for whatever reason a conciliation does not take place within five (5) working days following a receipt of this written request, either party to this agreement may unilaterally call for arbitration proceedings as called for in Step 5 of the grievance procedure.

Step 5. Any dispute that has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party, providing it is submitted within five (5) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within five (5) working days the parties shall request a list of five (5) qualified names from the Montana State Board of Personnel Appeals. The Association and the Employer shall each strike two (2) names in alternate order, and the remaining shall be the arbitrator. The Association shall strike the first name. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Association. 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.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. A

time limit in each step may be extended by mutual agreement of the Employer and the Association.
Employer grievances shall be filed with the Association representative at Step 2 of the procedure.

ARTICLE 15
SPECIAL PROVISIONS

1. The Employer agrees to furnish a coat and coverall type storage locker for each employee.
2. The Employer agrees to provide each employee with the following safety items:
 - (1) Hard hat;
 - (2) Gloves;
 - (3) OSHA approved safety vest;
 - (4) Ear and hearing protectors;
 - (5) Goggles or non-prescription safety eye protection;
 - (6) Respirators/nose and mouth masks; and
 - (7) Rain gear (jacket and pants)

3 (a) The Employer will issue the following work-related clothing items to each employee every fiscal year as needed and determined by the Employer and the Employee Committee. \$325.00 in FY16, \$330 in FY17, \$335 in FY18, and \$340 in FY19 per employee will be available for Park and Recreation logo wear (including Fort Missoula Regional Park specific logo wear) and additional items listed below.

- (1) logo shirts
- (2) logo jacket and/or vest;
- (3) logo caps or hats;

After the above three clothing areas are adequately addressed to the satisfaction of Parks' administration, any remaining money for each employee may be utilized toward the following clothing items reimbursable through receipt and/or pre-approved purchase order. At the beginning of each fiscal year a member requesting a pre-approved purchase order will have to sign an authorization allowing the City of Missoula to withdraw from the employee's paycheck, any amount that is spent by the employee on clothing items that causes an employee's individual annual clothing allowance monetary amount, authorized in the collective bargaining agreement, to be exceeded by that individual employee for that period of time.

- (1) cold weather garments such as, overalls, long/warm under garments, gloves and hats
- (2) closed toe leather work boots or shoes and ice cleats
- (3) contribution toward prescription safety glasses
- (4) pants (Items that will be approved include denim jeans, Carhartt's and other pre-approved types and styles.)
- (5) Upgrades to Department issued safety items and PPE, as long as such upgrade meets OSHA and Department requirements, are pre-approved, and are not also being paid through medical flex plan, health plan, or other City funds.

4. Neither City tools nor City property shall be used for the purpose of working on or cleaning an employees private motor vehicle or any one else's private motor vehicle or for any other private projects.

5. City tools, Parks maintenance equipment and City vehicles shall not be used for Park and Recreation Department employees for any personal, private use.

6. CDL (Commercial Driver's Licenses) requirements: Individuals filling the positions of Park Maintenance Crew Chief plus at least one additional Maintenance Technician working in developed parks; plus one Conservation Lands Maintenance Technician and all Arborist Technician(s) are required to obtain and

maintain a valid Montana issued, Class B Commercial Drivers' License (CDL). A newly hired Maintenance Technician filling one of the aforementioned positions shall have a maximum of 60 days to obtain the required CDL. Employees required to maintain related local, state and federal regulations. The Employer will reimburse employees in the noted positions up to \$90 (or the City-Provider negotiated rate) for a CDL physical once every two years plus the difference between their MT Class D and the required Commercial Driver's License upon renewal and submittal of a receipt.

7. Special Certifications - MPEA employees holding the following certifications/licenses are eligible for twenty \$(20.00) per person per month,

- (a). Up to two (2) International Society of Arborists (ISA) certifications; the City will pay twenty (\$20.00) dollars per month, per current, valid and required certification.
- (b). Up to six (6) individuals shall become Certified Playground Safety Inspectors (CPSI); The City will pay twenty dollars (\$20.00) per month, per current, valid and required certification.
- (c). Up to three (3) individuals shall obtain State of Montana Pesticide Applicator's Licenses; The City will pay twenty dollars (\$20.00) per current, valid and required certification.
- (d). Up to two (2) individuals shall obtain Backflow Prevention Inspection Certifications; The City will pay twenty dollars (\$20.00) per month per current, valid and required certification.
- (5) Up to two (2) Electrical Hazard Awareness Program (EHAP) Certifications; the city will pay twenty dollars (\$20.00) per month per current valid and required certification.

Procedures and responsibilities of the employee and City shall be in accordance with the Parks & Recreation Department's Licensing & Certification Policy & Procedure. All required certification shall be confirmed in writing. A bargaining unit member who holds at least two current certifications from the list above shall receive an additional \$5.00 per month during the term that the certifications are current and valid. The City reserves the right to require employees in the bargaining unit to obtain and maintain special certifications depending on the needs of the department. For training required by the City (excluding CDL licenses) the City agrees to pay training and travel costs as defined in the City of Missoula Personnel Policy Manual Section #08-04 and Administrative Rule #1.

The City agrees to pay a minimum of two (2) hours of study or prep time for any certification (including a CDL) that requires testing. This time will be allotted during the employee's regular work schedule and at the discretion of management. The City, through the Parks and Recreation Operations Superintendent or Department Director, reserves the right to determine which staff shall acquire which certifications.

9. Job descriptions for all positions shall be available in the Human Resources Department. The Association shall be provided with a copy of the job descriptions for positions covered by this agreement. The development of such job descriptions shall be the exclusive purview of the Employer, however, the Association and the affected employee shall be notified of any changes in such job descriptions as soon as reasonably possible.

ARTICLE 16
SAFETY

Association employees shall assist the City Parks and Recreation Department Director or his/her designee in conducting Department safety meetings. At least one safety meeting shall be conducted each calendar quarter of each calendar year. Additional safety meetings may be scheduled by the Director as safety issues warrant. Such meetings shall take place during the employee's normal working hours with no reduction in pay or benefits.

The Employer shall furnish a place of employment that is safe for employees therein, and shall furnish and use, and require the use of, such devices and safeguards, and shall adopt and use such practices or methods, as are adequate to render the place of employment safe, and shall do everything reasonably necessary to protect

the life and safety of employees. (MCA 50-71-203) Employees shall notify the supervisor or safety officer as soon as possible of any safety hazards incident to their employment. (MCA 50-71-322)

ARTICLE 17
STRIKES AND LOCKOUTS

1. The Association agrees that there shall be no concerted activities, such as work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement during the term of this Agreement. In the event of any unauthorized or illegal work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement, the Association agrees that it will join with the Employer in requiring its members to return to work immediately.

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

ARTICLE 18
CONTRACT WORK

The Association recognizes that the right of contracting or subcontracting work is vested in the City. It is mutually understood and agreed that the City may contract out any or all work on matters related to municipal Park and Recreation Department maintenance operations.

It is mutually understood and agreed that if the City exercises its right to contract out park maintenance work, that the exercise of that right by the City shall not result in either the layoff of any employee employed by the City who is a member of the bargaining unit covered by this Agreement nor in a reduction of normal hours of work; wages; holiday time earned; leaves herein agreed to; health and dental insurance benefits; association rights; and association security as each of these provisions are herein agreed to.

The City agrees to provide the Association shop steward with written notice one (1) working day prior to any park maintenance or forestry contract work in excess of \$5000. It is understood that this notice implies nothing more than notice to the Association that contract work has been authorized by the City.

ARTICLE 19
LIFE, HEALTH AND DENTAL INSURANCE

The medical, life, and dental insurance options provided, including the Employer contributions, to Association members shall be the same as provided to other City employees covered under the city's self-funded benefit plan.

The Employer agrees to work with the Association on premium and benefit issues through the Employee Benefit Committee (EBC). In the event that a premium contribution adjustment or benefit restructuring is deemed necessary and adopted by the City Council, the Association will agree to the changes.

ARTICLE 20
WAGE SCALES

The classifications and wage rate for employees covered by this Agreement are:

	7/1/2015	7/1/2016	7/1/2017	7/1/2018
Maintenance Technician I	\$21.47	\$21.90	\$22.50	\$23.23

Maintenance Technician II*	\$22.67	\$23.12	\$23.76	\$24.53
Crew Chief	\$23.81	\$24.29	\$24.96	\$25.77

Any eligible certification payments will be in addition to wages. (Article 16, section 8))

Longevity shall be paid at the rate of \$4.00 per month for each full year of continuous employment service performed by the employee. The longevity increase will become effective on the first pay period following the employee's anniversary date.

ARTICLE 21
PROVISIONS TO CONTINUE IN EFFECT

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

It is mutually understood and agreed that the Association shall have the right to engage in concerted activities after the expiration of the effective date of this Agreement, and that the Employer shall have the right to lock out any employee after the expiration of the effective date of this Agreement. Further, it is recognized that if the employees go on strike after the expiration of this Agreement, the Employer has the right to hire replacements for any striking employees. The Association's right to engage in concerted activities shall be limited to activities that pertain to hours, wages, or conditions of employment involving the employees covered by this Agreement.

ARTICLE 22
SEVERABILITY OR SAVINGS PROVISION

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

ARTICLE 23
AGREEMENT TO BE EFFECTIVE AS IS FOR ITS DURATION

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

ARTICLE 24
TERM OF AGREEMENT

This Agreement shall be effective for 4 years from the end date of the current Agreement, or until June 30, 2019. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement. In the event that such notice is given by any party, either or both parties may make proposals concerning this Agreement and negotiations shall begin not later than thirty (30) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals this ___ day of _____, 2015.

FOR THE MONTANA PUBLIC
EMPLOYEES ASSOCIATION:

Quinton Nyman
Executive Director

Christopher Gray
Bargaining Team Member

FOR THE CITY OF MISSOULA:

John Engen
Mayor

Dale Bickell
Chief Administrative Officer

Donna Gaukler
Parks and Recreation. Director

ATTEST:

Martha Rehbein
City Clerk

EXHIBIT A

Policy and Procedure for Voluntary Overtime, Call back and Call out (note this Exhibit is referenced by the MPEA/City CBA, but is not a part of the CBA)

Statement

It is in the interest of the employee, the employer and the citizens of Missoula that qualified, trained and certified employees are responsive in times of emergencies and/or to provide acceptable, safe, clean facilities for residents and guests.

PROCEDURE (Per MOU Dec 2013 - Collective Bargaining Agreements between the City and the MPEA and Teamsters, Local #2)

- Employees shall voluntarily sign up to fill overtime, call out and call back needs. Those employees, who voluntarily sign up for call out and call back, will be required to answer their phones, should a mandate or emergency require an employee (per contract) address an issue. Employees who volunteered for call out, call back, overtime and holdover, shall be called or held over based on the following:
 - Skill, knowledge, ability for the task
 - Seniority within classification
 - Most appropriate classification for task
 - Seniority (or reverse seniority) within class (among available and eligible employees)
 - Per rotating list of employees (beginning with most (or least) senior)

Standard Operating Procedure for implementation of call out, call back and overtime per the CBA language in Article 5 of CBA.

Year round – Call out, Call Back, Overtime

Scheduled Overtime

- 1) Scheduled overtime will be voluntary and posted. Eligibility is determined per contract and as noted above.

Non-scheduled Overtime

- 2) On a voluntary basis and by 3:30pm each Wednesday, interested employees shall voluntarily sign up on the volunteer call out list for each day of the approaching week, weekend and any holidays.
- 3) Management shall establish the minimum number of volunteers required for each day. (Generally, 1 to 2 per weekday, depending on season, weather predictions and events.)
- 4) In the event of a proclaimed emergency, such as flood, fire, wind storm or similar, employees may be required to follow the November 15-March 14 procedures for Call out, Call back, and Overtime.

November 15- March 14 – Call out, Call back, Overtime for Snow/Ice events

Winter snow and ice requires employees be prepared to meet Missoula Municipal Code mandates for snow/ice removal by 9:00 a.m. following a snow/ice event. Therefore the following process procedure will be used for snow/ice events.

- 1) Employees will sign up, in seniority order, for each day, Nov 15 through March 14. A minimum of three employees will sign up for each Saturday, Sunday and holiday during this time period. Sign up will occur in early November for the entire season. Weekends and holidays shall be distributed as equally as possible among all members available and eligible to work. Management will provide a calendar to employees allowing for the most senior employee in each CBA to schedule his/her dates and so on until all employees have had an opportunity to complete the schedule. Members will complete schedule to management's satisfaction. Reverse seniority order will be used if necessary to fill any remaining open dates and/or to balance the schedule among employees.
- 2) Management may require additional volunteers on any given day, including weekends and holidays if weather predictions, current conditions, available staff, and/or events dictate need. *[NOTE – Teamsters in layoff status, who are eligible to work per City of Missoula Personnel Manual (Blue Book) and who have voluntarily signed the “available for callout” form before or during their seasonal layoff, are eligible to work on days when additional staff is needed to meet snow/ice or related mandates and standards. If an employee is called out from layoff status they will be guaranteed a minimum of eight (8) hours work. An employee in layoff status will be contacted by the Department by 1pm at least one working day before a possible callout to confirm availability and to advise of pending callout the following day or weekend. The employee and manager may mutually agree to less than eight (8) hours of work. Holidays will be paid at 1.5 hours for each hour worked. All other procedures and expectations noted in this document, apply to employees in layoff status who have been called and have voluntarily placed their name on the call out list.]*
- 3) On weekends (Sat & Sun) and holidays, the employee, who signed up for a given day/date for snow/ice call out, must be able to respond from 5:00 a.m. to 9:00 a.m. (See year round call out for other events)
- 4) No employee may begin his/her route before 5:00 a.m., unless prior permission has been granted by the Manager on call.
- 5) Any employee may be required to operate any route or piece of equipment (must currently hold user card) and/or shovel on any day.
- 6) Employees called out for snow/ice events are responsible for all priority one routes, and any additional routes or work assigned, and must check in with the Manager on call before leaving for the day.