

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MISSOULA

AND

MISSOULA PARKING COMMISSION EMPLOYEES ASSOCIATION LOCAL #8514

OF THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)

JULY 1, 2019 – JUNE 30, 2023

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COLLECTIVE BARGAINING AGREEMENT AND WAGE SCHEDULE  
BETWEEN  
THE CITY OF MISSOULA  
AND  
MISSOULA PARKING COMMISSION EMPLOYEES ASSOCIATION LOCAL #8514  
OF THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)  
THE GRIEVANCE PROCEDURE ESTABLISHED IN THIS AGREEMENT  
CONTAINS AN ARBITRATION PROVISION

Effective date of this agreement is July 1, 2019 through June 30, 2023

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 Missoula Parking Commission Employees Association Local #8514 of the Montana Federation of Public Employees (hereinafter referred to as MFPE). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the MFPE 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 MFPE as the sole and exclusive bargaining representative pursuant to this agreement for regular and seasonal status full time and part time employees of the Missoula Parking Commission, including Maintenance Worker/Fee Collector, Parking Services Assistant, and Parking Enforcement Officers, but excluding any and all other Parking Commission employees. Included within this exclusion are: the Director, any supervisors, any professional employees, any clerical and office employees, and all other Parking Commission Department personnel by whatever employee classification by which they may be known.

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 MFPE.

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 - UNION SECURITY

Section 1. All Employees covered under the terms of this AGREEMENT may voluntarily join MFPE. The City of Missoula, including its directors, managers and supervisors, shall remain neutral on the issue of whether any Employee should join MFPE or otherwise participate in MFPE activities.

Section 2. Upon a written authorization by an individual Employee, EMPLOYER shall deduct from the pay of such Employee the amount of dues, fees, and assessments, as certified by MFPE, and remit such amount to MFPE. EMPLOYER shall honor the terms and conditions of each Employee's written payroll deduction authorization(s). If MFPE makes a material modification to its current payroll deduction authorization card, MFPE agrees to provide EMPLOYER with the new card at least 30 days prior to its use. Upon request, MFPE shall meet with EMPLOYER, no less than 14 days prior to the use of the new card, to discuss any objections to the payroll deduction authorization card that EMPLOYER may have.

Section 3. MFPE shall transmit to EMPLOYER in writing, by the cutoff date for each payroll period, the name(s) of the Employee(s) who have, since the previous payroll cutoff date, provided MFPE with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

Section 4. Any Employee may revoke a written authorization for payroll deductions by written notice to MFPE in accordance with the terms and conditions of the written authorization. Every effort will be made to end the payroll deductions effective on the first payroll period, and not later than the second payroll period, after EMPLOYER receives written confirmation from MFPE that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. EMPLOYER will refer all Employee inquiries regarding MFPE's revocation process to MFPE. EMPLOYER may answer any Employee inquiry about process or timing of payroll deductions.

Section 5. MFPE shall indemnify, defend, and hold EMPLOYER harmless against any claims made and any suit instituted against EMPLOYER as a result of payroll deductions from Employees for MFPE dues, fees, and assessments provided such deductions were made in accordance with EMPLOYER's good-faith reliance on the terms of a written payroll deduction authorization and at the direction of MFPE.

Section 6. MFPE and the City of Missoula agree that employing City Departments shall hold no discussions with newly hired employees regarding dues, membership, membership rights or other matters specifically related to the business and rights of MFPE. It is further agreed that employing departments of the City of Missoula shall direct newly hired employees of MFPE affiliated positions to designated MFPE representatives.

## ARTICLE 4 - UNION RIGHTS

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

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

3. Employee MFPE activities. The Employer agrees that one City employee MFPE steward may investigate and discuss grievances at the Missoula Parking Commission 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 Missoula Parking Commission and does not last any longer than fifteen (15) minutes on any given individual workday.

4. Employee at bargaining table. The Employer agrees that after negotiations are completed for the initial contract (for which two employees shall be allowed), one City employee who is a member of MFPE 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 employee 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. One or more additional employees may attend bargaining sessions during time off or during work hours using their accumulated vacation or compensatory leave with approval of the Director. The Director shall allow at least one additional employee from the bargaining unit to attend upon request provided that employee's absence from the workplace does not cause a negative impact on the department's ability to perform its work adequately as determined by the Director.

5. Solicitation. MFPE agrees that MFPE members shall not solicit membership in MFPE during working hours nor conduct MFPE business in such a manner as to interfere with Employer's business operations.

~~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.

6. The Employer shall prepare and make available one (1) copy of this Agreement to the bargaining agent and one (1) copy to the MFPE 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. However, alternate work weeks may be used for individual employees in order to allow flexibility to accommodate weekend and evening shift work scheduling. Forty (40) hours of work during a work week shall constitute a week's work. Eight (8) hours of work including two (2) fifteen (15) minute break periods near the middle of each half shift whenever

feasible shall normally constitute a day's work. However, Employer and employee may agree to a flexible schedule in which case time worked in excess of 8 hours in one day does not constitute overtime unless more than forty (40) hours have been worked during the work week. No employee shall be required to take time off in lieu of overtime earned. The employer shall provide 2 (two) working days notice to employees before a change in work week schedules is implemented except in the event of a call out, emergency, or natural disaster.

Employee's daily rest breaks shall be taken at the work site where work is being performed or at a location within the Parking Commission jurisdiction if working in the field. If an employee returns to the Parking Commission 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.

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

3. If an employee is required to remain at work beyond forty (40) hours in a work week, they shall be compensated for the actual hours worked at the overtime rate or may choose to earn compensatory time at the rate of one and one half hours per one hour worked upon mutual agreement between employee and Employer.

4. An employee who is designated to be in an on-call status on weekends, holidays and after hours, shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour for each sixteen hour period while not at work during a normal work week and each twenty-four hour period on weekend days or holidays.

To be eligible for the above payment for being in an on-call status, an employee is required to:

1. Carry a mobile phone during the designated and specified on-call period;
2. Respond within fifteen (15) minutes to any calls or pages during that specified time period; and
3. Report to work as directed by the Employer.

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 and left the work site shall be guaranteed a minimum of two (2) hours' work and a minimum of two (2) hours' pay. Employees called back to work must work two (2) hours if two (2) hours of work is available in order to receive two (2) hours pay for the call back; if there are less than two (2) hours work to perform, the employee may go home after the call back work is completely performed and still receive two (2) hours pay.

5. Whenever it becomes necessary to assign employees to remain at work to work overtime, the Employer shall assign employees according to a mutually agreed upon rotation schedule involving all staff members. Such overtime assignments shall be offered first to bargaining unit employees who are qualified to perform the work according to seniority. If no MFPE employee accepts the overtime assignment, non-MFPE employees qualified to perform the work will then be offered the assignment. If sufficient volunteer coverage is not available, the Employer shall assign the work according to reverse seniority and ability among the bargaining unit members.

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.

#### ARTICLE 6 - LEGAL HOLIDAYS

1. The following are legal holidays in the State of Montana and are hereby recognized as legal holidays for the Missoula Parking Commission 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;

1. 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 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.

## ARTICLE 7 - VACATIONS

1. Pursuant to 2-18-612, MCA, 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 pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

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 they are 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.

**40 hours x 52 weeks = 2,080 hours = 1 year**

<u>Years Employed</u>	<u>Credits Per Year</u>	<u>If part-time, on LWOP, or not in employed status portion of pay period</u>
Less than 10	120 hours	.05769 x No. hours
10 to less than 15	144 hours	.06923 x No. hours
15 to less than 20	168 hours	.08076 x No. hours
20 or more	192 hours	.09230 x No. hours

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

5. Accumulation of vacation leave.

- a. Pursuant to 2-18-617, MCA, 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 two times the maximum number of days earned annually is the "excess vacation time." Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
- b. It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under subsection (a) and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency

shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under subsection (a).

- c. An employee who terminates their employment for reason not reflecting discredit on the employee shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 2-18-661, M.C.A.
- d. 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 2-18-618, MCA, 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 full-time 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.

**40 hours x 52 weeks = 2,080 hours = 1 year**

<u>Period of Employment</u>	<u>Working Hours Credit</u>
Each 1 year of employment	96
Not in employed status entire pay period, on LWOP, or part-time employee	.04615 x hours worked

2. Pursuant to 2-18-618, MCA, an employee may not accrue sick leave credits while in a leave-without-pay status.

3. Pursuant to 2-18-618, MCA, 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 they terminate their 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, where an employee transfers between departments or agencies within the City government they shall not be entitled to a lump-sum payment.

4. Whenever the City Human Resources Office or the Parking Services Director of the Missoula Parking Commission 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. Missoula Parking Commission 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 Parking Services 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 or, at the department head's discretion, another person.

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. Abuse 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. Missoula Parking Commission employees intending to make proper use of approved sick leave shall notify the Parking Services Director or their 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 10-1-1009, MCA, any Missoula Parking Commission 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 120 hours 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 2-18-619, MCA, each Missoula Parking Commission 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 their employer. However, if an employee elects to charge their juror time off against their annual leave, they shall not be required to remit their juror's fees to their employer. In no instance is an employee required to remit to their employer any expense or mileage allowance paid them by the court.

3. Serving as a witness. Pursuant to 2-18-619, MCA, a Missoula Parking Commission 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 their employer. However, if an employee elects to charge witness fees off against their annual leave, they shall not be required to remit their witness fees to their employer. In no instance is an employee required to remit to their employer any expense or mileage allowances paid them by the Court.

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

- a. In the event a Missoula Parking Commission 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:~~

- a. terminate a woman's employment because of pregnancy;
- b. refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- c. 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
- d. 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 Missoula Parking Services Director. City payment of health and dental insurance premiums continue only for the remainder of the month in which the leave without pay status commences.

7. Family and Medical Leave. Family and Medical Leave is unpaid leave available to any regular status employee employees with at least 12 (twelve) months of service to the City to use for the following purposes:

- a. to care for the employee's child after birth, or placement for adoption or foster care;
- b. to care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- or
- c. for a serious health condition that makes the employee unable to perform the employee's job.
- d. for an employee with a family member who is on, or about to be placed on active military duty with a "qualifying exigency"; and
- e. to care for a family member who has been injured in the line of military duty. (An employee is entitled to 26 work weeks of unpaid leave to care for a family member injured while on active military duty.)

To request family and medical leave, the employee must:

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

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

8. Education Leave. Employees may be granted educational leave with department head's approval following six months of employment. Educational leave shall mean employees attending job related courses at an accredited vocational or post-secondary educational institution for up to eight (8) credit hours per academic year. Notice of approved educational leave will be forwarded by the department head to the Human Resources Office and to the Mayor (or designee) outlining length of proposed leave, person(s) involved, and approximate cost to the City. Upon receiving evidence of satisfactory completion of the approved course(s), the City will reimburse the employee for tuition and books for up to \$500 per fiscal year. The employee shall return to work after class and work the balance of their normally scheduled shift.

## ARTICLE 10 – SENIORITY

"Seniority" means an employee's length of continuous service with the Missoula Parking Commission. Seniority shall be computed from the date the employee began continuous service in the Parking Commission 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 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 the temporary supervisor position.

A "probationary promotion" is defined as a promotion to fill a non-bargaining unit supervisory position in a probationary status for up to six (6) continuous months. If the bargaining unit member accepting this probationary promotion returns to the bargaining unit at any time during or at the end of this six (6) continuous months-time period, they 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, their 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. Previous service upon reemployment is counted toward seniority. This shall not include leave taken under the following approved provisions:
  - (a) Family and Medical Leave Act of 1993
  - (b) Workers Compensation
  - (c) Occupational Disease
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 their ability to return to work and must express their 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. Where merit and ability are substantially equal, seniority shall apply to promotions or new job openings within the bargaining unit if the individual is qualified to perform the work. This section shall not supersede the recruitment and selection procedures outlined in the City's Personnel Policy Manual.

#### 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 Missoula Parking Commission shall be laid off first, unless it is necessary for the normal operation of the Parking Commission 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 - SUSPENSION AND DISCHARGE

1. Each employee shall be considered as a probationary employee for their first six (6) months of continuous employment service, after which their seniority shall date back to their date of hire. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City and shall not be able to use the grievance and arbitration procedure set forth herein.

2. The Employer shall administer progressive discipline in accordance with the provisions of the City of Missoula Personnel Policy Manual. An employee who has completed their probationary period may elect to file a grievance regarding any disputed disciplinary action. A copy of any disciplinary action shall be forwarded to the MFPE office. Suspension and/or discharge must be for just cause.

3. 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 - EQUAL EMPLOYMENT OPPORTUNITY

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. MFPE shall share equally with the Employer the responsibility for applying this provision of the Agreement.

MFPE recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer with responsibility for insuring compliance with all policies and laws pertaining to historically underrepresented groups and classes, including but not limited to women, minorities and individuals with disabilities.

### ARTICLE 14 - DISCRIMINATION

The Employer agrees not to discriminate against any employee for their activity on behalf of, or membership in, MFPE.

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

### ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" is defined as any dispute involving the interpretation, application, or alleged violation of the express provisions of this Agreement. Grievances or disputes which may arise shall be settled in the manner set forth herein. If time limits set forth herein are not adhered to by either one of the parties, the grievance shall be settled in favor of the party that is not in default of the time limits.

Step 1. Within seven (7) working days after its occurrence, the aggrieved party shall discuss their complaint with their supervisor and/or department head. Within seven (7) additional working days the supervisor or department head will reply to the complainant. The employee may have their MFPE representative present.

Step 2. If the grievance is not settled satisfactorily at Step 1, the grievance shall, within five (5) additional working days be submitted in writing, through MFPE to the department head and Mayor. 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) additional working days after receipt of said letter respond to the complaint in writing.

If the matter is not resolved at this point, within five (5) days either party may request a conciliation meeting to be held with the parties involved as a final attempt to settle the dispute prior to proceeding with the arbitration. If for whatever reason a conciliation meeting does not take place within five (5) working days following receipt of this written request, either party to this Agreement may unilaterally call for arbitration proceedings as called for in Step 3 of the grievance procedure.

Step 3. 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 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. MFPE and the Employer shall each strike

two (2) names in alternate order, and the remaining shall be the arbitrator. MFPE shall strike the first name. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from MFPE. 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 MFPE.

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

#### ARTICLE 16 - SPECIAL PROVISIONS

1. The Employer agrees to provide each Parking Enforcement Officer with the following clothing items up to the maximum amount designated on Appendix A attached: (As long as MFPE employees stay within the current annual clothing allowance dollar amounts as stipulated in the current contract.)
  - Shorts
  - Shoes
  - Summer and winter shirts
  - Pants
  - Gloves annually
  
2. The Employer agrees to provide each Parking Maintenance Worker with the following clothing items up to the maximum amount designated on Appendix A attached: (As long as the MFPE employees stay within the current annual clothing allowance dollar amounts as stipulated in the current contract)
  - Work shirts and pants annually
  - Coveralls as needed
  - Gloves
  - T-shirts for layering
  - Shoes or light work boots
  
3. The Employer agrees to provide each Parking Services Assistant with the following clothing items up to the maximum amount designated on Appendix A attached:
  - Gloves annually
  - Hat annually
  - Winter boots

All above clothing must be purchased often enough to provide the employee with a professional appearance. Clothing must be kept clean and free of holes, tears and other damage that may arise from day-to-day use.

4. When an MFPE member requests replacement of a clothing item referenced above, the member must notify the Parking Services Director. A purchase order for the required item(s) shall be provided to the member

within five (5) working days. Pending approval by Parking Services Director, employees will have the right to select their own clothing providing for comfort, attractiveness, and durability. Employees may take up to one hour of work time to complete transactions for the purchase of uniform clothing items with advance approval of the Parking Services Director up to three times per fiscal year.

5. The Employer agrees to provide the following items that will be provided and replaced on an as needed basis, generally every two to three years, with the approval of the Parking Services Director, separately from the existing clothing allowance:

- winter coats (all positions)
- spring jackets (all positions)
- rain gear (Parking Enforcement Officers and Parking Maintenance Worker)
- winter boots (Parking Enforcement Officers and Parking Maintenance Worker)
- coveralls (Parking Maintenance Worker)
- snow pants (Parking Enforcement Officer)
- Ice cleats (all positions)
- Gloves (work gloves and touch-screen gloves) (all positions)

6. The Employer shall provide the appropriate clothing for each season on an as needed basis for newly hired employees within the existing clothing allowance and other provisions of this article, unless further expenditures are approved by the Parking Services Director in order to fully outfit a newly hired employee.

7. If an employee either voluntarily resigns or is terminated from employment (excluding layoffs) by the City during the first three (3) months of employment, the money the City has paid toward clothing purchases for the employee shall be owed to the City and shall be withheld from the employee's final paycheck according to the following schedule: Termination during the first 30 days: 75%; Termination during the second 30 day period: 50%; Termination during the third 30 day period: 25%.

8. City tools, City maintenance equipment and City vehicles shall not be used by Parking Commission employees for any personal, private use.

9. CDL (Commercial Drivers' Licenses) requirements: Individuals filling one of the positions of Maintenance Worker/Fee Collector are required to obtain and maintain a valid Montana issued Commercial Driver's License. A newly hired Maintenance Worker/Fee Collector filling one of the aforementioned positions shall have a maximum of sixty (60) calendar days to obtain the required Commercial Driver's License. Employees required to maintain a Montana issued Commercial Driver's License must at all times be in compliance with all related local, state and federal regulations. The Employer will reimburse employees in the noted positions up to \$75 for a CDL physical as required plus the difference between the MT Class D and the required Commercial Driver's License upon renewal and submittal of a receipt.

## ARTICLE 17 - SAFETY

MFPE employees shall assist the Missoula Parking Commission Director or 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 City shall provide a place of employment that is safe for employees therein and shall furnish, use and require the use of such safety devices along with other safeguards. The City shall also adopt and use such

practices, means, methods, operations and processes, as are reasonably adequate to render the place of employment safe and shall do every other thing reasonably necessary to protect the life and safety of employees.

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

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

#### ARTICLE 18 - STRIKES AND LOCKOUTS

1. MFPE agrees that there shall be no concerted activities, such as work interruptions, slowdowns, work stoppages or strikes by the Parking Commission 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 Parking Commission Department employees covered by this Agreement, MFPE 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 MFPE 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 Parking Commission Department employees covered by this Agreement during the term of this Agreement.

#### ARTICLE 19 - CONTRACT WORK

MFPE 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 Parking Commission operations.

It is mutually understood and agreed that if the City exercises its right to contract out work, that the exercise of that right by the City shall not result in 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, MFPE rights, and MFPE security as each of these provisions are herein agreed to.

#### ARTICLE 20 - QUALITY OF WORK LIFE

A quality of work life advisory committee composed of the Parking Services Director, one member of the administrative office staff and two employees selected by MFPE members will meet quarterly or by request to:

1. review and recommend solutions to work related issues;
2. discuss methods to improve communications within the Parking Commission;
3. reduce potential conflicts;
4. discuss work related clothing; and
5. discuss safety issues.

Responsibilities for quality of work life meetings shall be shared jointly by MFPE members and department management, but the Parking Services Director shall have responsibility for convening the meetings and coordinating agenda items. Additional meetings may be requested by either MFPE or management on an “as needed” basis. Either MFPE members or management may submit agenda items.

The meetings of the advisory group shall not be construed or intended to take the place of formal collective bargaining sessions.

**ARTICLE 21 - LIFE, HEALTH AND DENTAL INSURANCE**

The Association agrees to insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions as approved by the City Council and in effect for all other City employees. Nothing in this Agreement requires the City of Missoula to administer a self-funded health insurance plan. Moreover, nothing in this Agreement in any limits or restricts the City of Missoula from exercising its option to join a different health insurance plan. Should the City elect to join a different plan, City of Missoula employees shall be bound by the plan document and plan requirements, provided they are approved by City Council and in effect for all other City employees.

The Employer agrees to work with the MFPE on premium and benefit issues through the Employee Benefit Committee (EBC). In the event that a premium adjustment or benefit restructuring is deemed necessary by the EBC, the MFPE agrees to accept the recommendation of the Employee Benefits Committee and agrees to implementation of the Employee Benefits Committee’s recommendations with approval by management.

**ARTICLE 22 - WAGE SCALES**

Bargaining unit employees pay shall be determined in accordance with the schedule listed below. New employees shall be hired at Entry wage and shall progress to Base Salary after completion of a six-month probationary period.

The wage schedule reflects the following base increases: Fiscal Year 2020--2 percent; Fiscal Year 2021--3 percent; Fiscal Year 2022--3 percent; and Fiscal Year 2023--3 percent.

**Wage Schedule FY20, FY21, FY22, FY23**

<u>Classification</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>	<u>7/1/2022</u>
<b><u>Parking Services Assistant</u></b>				
Entry	\$14.78	\$15.22	\$15.68	\$16.15
Base Salary	\$15.74	\$16.21	\$16.70	\$17.20
Parking Services Assistant	\$16.24**	\$16.71**	\$17.20**	\$17.70**
<b><u>Maintenance/Fee Collectors</u></b>				
Entry	\$15.75	\$16.22	\$16.71	\$17.21
Base Salary	\$16.80	\$17.30	\$17.82	\$18.35
Maintenance/Fee Collectors			\$18.07*	\$18.60*

**Parking Enforcement Officer**

Entry	\$16.52	\$17.02	\$17.53	\$18.06
Base Salary	\$17.42	\$17.94	\$18.48	\$19.03
PEO 1	\$17.67*	\$18.19*	\$18.73*	\$19.28*
PEO 2	\$21.00**	\$21.62**	\$22.25**	\$22.90**

Union members shall receive an additional \$.25/hour after eight (8) years of employment and an additional \$.50/hour after twenty (20) years of employment.

\*Includes additional \$.25 per hour for 8 years of service

\*\*Includes additional \$.50 per hour for 20 years of service

Parking Commission employees shall be granted longevity pay at the rate of seven and no/ 100 dollars (\$7.00) per month for each full year of service with the City. A Parking Commission employee shall not be entitled to earn longevity pay until he/she has completed one (1) continuous full year of employment service with the Employer. Longevity shall be effective the first working day following the employee's respective anniversary date. No credit shall be allowed toward longevity for a leave of absence or time not worked during a break in continuous employment service.

Whenever a new Parking Enforcement Officer is employed, the Parking Services Director shall select a Field Training Officer (FTO) from among the existing Parking Enforcement Officers (PEO) who have at least five years of experience as a PEO with the Missoula Parking Commission, for the purpose of training new Parking Enforcement Officers, unless the Parking Services Director does not believe a qualified trainer exists among the current PEO's. In this event, the City and the union will meet to determine an alternate field training plan for the new PEO. If more than one PEO is eligible to be the FTO and merit and ability are equal, the most senior PEO will be offered the FTO assignment first.

The FTO shall be responsible for reporting the progress of the training to the Parking Services Director on a weekly basis, which will include written documentation. The Director and the FTO shall work together to formulate the training plan and topics. If the training or the reporting process is not satisfactory, the Director may make adjustments in the training schedule.

The Field Training Officer shall be entitled to \$.25/hour in addition to their regular pay for hours actually worked in the FTO capacity (not for hours accounted for by leave time) and this training pay shall be limited to the three (3) month period beginning with the new PEO's hire date.

**ARTICLE 23 - PERFORMANCE EVALUATIONS**

All staff will be provided an opportunity for a job evaluation involving employee input and participation in the review. The review shall take place annually on the employee's anniversary date and will be based on a work plan that the employee has assisted in developing and has been provided a copy.

**ARTICLE 24 - CROSS TRAINING OPPORTUNITIES**

Any interested employees will be offered the opportunity for cross training within the department, as long as they meet the minimum qualifications and physical requirements of the positions for which they desire to be trained. Employees assigned to two distinct and separate job classifications will be paid at the applicable

rate of pay for each classification for all hours worked in each classification. Training hours spent working with a current incumbent of the position shall be compensated at the trainee's current rate of pay. The Employer shall provide the appropriate clothing for the trainee as described for the positions in Article 16, Special Provisions, up to 50% of allowance as deemed necessary by the Director.

#### ARTICLE 25 - 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 MFPE 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. MFPE'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 26 - 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 27 - AGREEMENT TO BE EFFECTIVE AS IS FOR ITS DURATION

The City and MFPE 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 MFPE at the time they negotiated or executed this Agreement and even though such subjects or matter was proposed and later withdrawn.

#### ARTICLE 28 - TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2019 through June 30, 2023. 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 either one, or the other party may make proposals concerning this Agreement and negotiations shall begin no later than sixty (60) days prior to the expiration date of this Agreement.

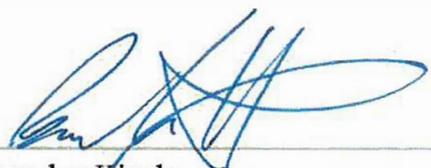
IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals this 13 day of March, 2020.

FOR THE CITY OF MISSOULA:

FOR THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE):

  
\_\_\_\_\_  
John Engen  
Mayor

  
\_\_\_\_\_  
Eric Feaver  
MFPE President

  
\_\_\_\_\_  
Brandon Kinzle  
MPCEA President

ATTEST:

  
\_\_\_\_\_  
Martha L. Rehbein  
City Clerk



APPENDIX A - Uniform/Clothing Allowances

FY20-FY23

Parking Enforcement Officer	\$320
Parking Maintenance Worker/Fee Collector	\$320
Parking Services Assistant	\$120