

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MISSOULA
AND
TEAMSTERS UNION LOCAL NO. 2
OPERATORS UNION LOCAL NO. 400**

JULY 1, 2019 – JUNE 30, 2023

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and the Teamsters Union Local No. 2 and Operators Union Local No. 400 (hereinafter referred to as the Unions). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Unions including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to rates of pay, hours of work and fringe benefits.

ARTICLE 1 – RECOGNITION

The Employer recognizes the following Unions as the sole and exclusive bargaining agents for the purpose of establishing salaries, wages, hours, and other conditions of employment for the employees identified herein as being represented by one of the unions recognized herein. For the purposes of defining employee status, definitions found in the City of Missoula Personnel Policy Manual shall apply.

A. Street Division of the Public Works Department

Teamsters Union Local No. 2 and Operating Engineers Local No. 400 are hereby recognized as the bargaining agents for the Street Division of the Public Works Department employees, except for the Superintendent or Director of the Street Division of the Public Works Department, supervisors, clerical/office employees, part-time custodial and seasonal employees employed less than three months in any period of continuous employment service.

B. Signing/Striping Division of the Public Works Department

Teamsters Union Local No. 2 is hereby recognized as the bargaining agent for the employees of the Signing/Striping Division of the Public Works Department, except for supervisors, traffic technicians, clerical workers, custodial workers, work study or student intern workers unless the worker performs bargaining unit work.

ARTICLE 2 – MANAGEMENT RIGHTS

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

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

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and unproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;

- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

ARTICLE 3 – UNION SECURITY

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

B. Union Membership: All employees are covered by this Agreement and application for membership in the Union shall be in accordance with State and Federal law. The Employer will remain neutral on all Union Business and will direct all questions about the Union membership to the Union.

Upon written authorization, a Union member will pay to the Union the designated amount. The City agrees to withhold Union dues for those employees who so authorize. Monthly dues will be withheld from the first payroll following the end of each month. Each employee desiring dues check off shall sign an authorization form, furnished by the Union

Designated union representatives and their local affiliates shall receive reasonable opportunity to provide membership information to union-represented positions during an employee's initial hiring.

C. Indemnification of the City by the Unions: The Unions agree to indemnify and hold the City of Missoula harmless against any and all claims, suits, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the union membership provisions of this Article.

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

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

ARTICLE 4 – HOURS OF WORK

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

Employees required or permitted to work more than forty (40) hours in a work week or more than eight (8) hours in a day, or more than ten (10) hours in a day for an employee working a "four-tens" schedule, shall receive either compensation for the overtime at the rate of 1 & 1/2 times the employee's regular hourly rate or compensatory time at the same rate. The employee must declare in writing at the time that the overtime is earned whether the employee desires overtime pay or compensatory time. Compensatory time balances may not

exceed one hundred twenty (120) hours. Once an employee's compensatory time balance reaches 120 hours, any additional overtime shall be paid as set forth above. All overtime and/or compensatory time must be approved by the employee's immediate supervisor.

Employees shall be given eight (8) hours-notice as well as an eight (8) hour break before being rescheduled to an irregular or temporary shift. Any employee rescheduled without proper notice shall be paid at the overtime rate for the irregular or temporary shift. However, if a rescheduling is for more than one irregular or temporary shift, proper notice will be assumed for the remainder of the assignment.

A. Street Division of the Public Works Department employees shall report for work each working day, Monday through Friday, unless they have been notified by the Employer not to report to work the following day. The normal work week shall be scheduled for Monday through Friday.

B. Signing/Striping employees shall report for work each scheduled day within a scheduled work week which normally will be Monday through Friday; but may be Sunday through Thursday upon four (4) calendar days advance notice by employer or upon mutual agreement between employer and employees who will be working the rescheduled shift.

ARTICLE 5 – CLOTHING AND ALLOWANCES

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

A. Street Division of the Public Works Department - A list of clothing provided to Street Division employees includes:

1. Reflective winter coats (1 coat every two years)
2. Orange t-shirts (three shirts per year)
3. Safety colored hats (two per year) and
4. Upon request will supply the following equipment: leather gloves, rain gear, goggles, face shields, ear muffs and rubber boots.

Street Division employees will receive a clothing allowance according to the following schedule, which shall be reimbursed by appropriate receipt and increased to:

\$310.00 - July 1, 2019
\$315.00 - July 1, 2020
\$320.00 - July 1, 2021
\$325.00 - July 1, 2022

City will make several sets of hip waders available for the use of members of Street Division crews during work projects.

B. Signing/Striping Division of the Public Works Department: Rather than furnish and maintain clothing items for signing and striping employees, the Employer will allow each regular full-time signing and striping employee to have a \$375.00 clothing allowance for FY20, \$380.00 for FY21, \$385.00 for FY22 and \$390.00 for FY23.

Each seasonal employee shall be allowed a clothing allowance of \$316.00 for FY20, \$321.00 for FY21, \$326.00 for FY22 and \$331.00 for FY23. Each employee shall submit clothing allowance claims

to the City with appropriate receipts indicating that the money for which they are seeking reimbursement is for approved clothing purchases.

C. Welding gloves will be provided when necessary for work performance.

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

E. The Employer agrees to reimburse employees \$30.00 per month during the term of this Agreement for employees' use of personal cell phones for work related purposes.

ARTICLE 6 - SENIORITY

A. "Seniority" means a city employee's length of continuous service with their respective division of the City Public Works Department for which they are employed and are represented as a member of one of the bargaining units represented by this Collective Bargaining Agreement. Seniority of employees who leave a bargaining unit position due to a temporary or probationary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by the following provisions.

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

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

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

6. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician. Once medically released by a physician, the injured worker must notify the City within thirty (30) days of his/her ability to return to work and must express his/her intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.

B. It is recognized by the parties that seniority within the Division can be a deciding factor in the filling of job vacancies in the employ of the Division wherein the vacancy exists.

ARTICLE 7 - WAGES

Classifications and wage rates shall be as negotiated and set forth in Schedules A and B. In addition to such rates, employees shall be granted longevity pay at the rate of:

- Effective July 1, 2019, Nine dollars (\$9.00) per month for each full year of service with the City.
- Effective July 1, 2020, Nine dollars (\$9.00) per month for each full year of service with the City.
- Effective July 1, 2021, Ten dollars (\$10.00) per month for each full year of service with the City.
- Effective July 1, 2022, Ten dollars (\$10.00) per month for each full year of service with the City.

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

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

The pension contribution in lieu of wages applies to the hourly wages in Schedules A and B. The City agrees to make pension contributions in lieu of wages to the Western Conference of Teamsters Pension Trust Fund PEER 84 Program and the Operating Engineers Central Trust Fund, subject to terms and conditions outlined in letters of agreement between the respective trust funds and the City. The Employer agrees to contribute to these funds (in lieu of wages), whatever amounts are voted upon by unit members each year. The unions agree to notify the employer in writing regarding these amounts sufficiently in advance of payroll implementation of these changes. It is understood that overtime will be calculated by backing out the pension payment prior to calculating the overtime wage.

SCHEDULE A - CLASSIFICATIONS AND WAGES STREET DIVISION OF THE PUBLIC WORKS DEPARTMENT

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
<u>Classification I</u>	\$27.12	\$27.93	\$28.77	\$29.63
Single Axle Truck Driver				
Patch Truck				
Tandem Axle Truck Driver				

Laborers
Asphalt Raker

<u>Classification II</u>	\$27.12	\$27.93	\$28.77	\$29.63
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Distributor Driver
Vac-All Operator and Driver
Chip Spreader Helper
Roller Operator
Flusher Operator
Front End Loader Operator
Screening Plant Operator
Vac-All Operator
Paver Screed Operator
Hot Mix Plant Operator
Sander Operator
Plow Operator
Chip Spreader Operator
Sweeper Operator
Blade (Motor Grader) Operator

<u>Classification III</u>	\$27.24	\$28.06	\$28.90	\$29.77
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Backhoe Operator

<u>Classification IV</u>	\$27.83	\$28.66	\$29.52	\$30.41
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Second Finish Blade Operator I

<u>Classification V</u>	\$28.16	\$29.00	\$29.87	\$30.77
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Finish Blade (motor grader)
Operator II

The Lead Worker classification pay level shall be sixty cents (\$.60) per hour for lead worker pay in addition to the stated wage for the individual in this classification.

During the time an employee is operating a Paver or a Finish Roller, the employee shall receive additional compensation in accordance with the following schedule:

- Effective July 1, 2019, an additional fifty cents (\$.50) per hour.
- Effective July 1, 2020, an additional seventy-five cents (\$.75) per hour.
- Effective July 1, 2021, an additional one dollar (\$1.00) per hour.
- Effective July 1, 2022, an additional one dollar and twenty-five cents (\$1.25) per hour.

SCHEDULE B - CLASSIFICATION AND WAGES
SIGNING/STRIPING DIVISION OF THE PUBLIC WORKS DEPARTMENT

	<u>7/1/19</u>	<u>7/1/20</u>	<u>7/1/21</u>	<u>7/1/22</u>
<u>Classification I</u>	\$26.88	\$27.67	\$28.50	\$29.36
Part-Time Seasonal Workers Seasonal Full-Time Status				
<u>Classification II</u>	\$26.88	\$27.67	\$28.50	\$29.36
Maintenance Workers				
<u>Classification III</u>	\$27.48	\$28.27	\$29.10	\$29.96
Lead Worker				

The Lead Worker classification pay level shall be sixty cents (\$.60) per hour for lead worker pay in the stated wage for the individual in this classification.

During the time an employee is operating a Striping Truck, the employee shall receive additional compensation in accordance with the following schedule:

- Effective July 1, 2019, an additional fifty cents (\$.50) per hour.
- Effective July 1, 2020, an additional seventy-five cents (\$.75) per hour.
- Effective July 1, 2021, an additional one dollar (\$1.00) per hour.
- Effective July 1, 2022, an additional one dollar and twenty-five cents (\$1.25) per hour.

Employees who achieve and maintain professional certifications that are approved by the Director of Public Works shall receive certification pay for each certification in accordance with the following schedule:

- Effective July 1, 2019, thirty-five cents (\$.35) per hour.
- Effective July 1, 2020, thirty-five cents (\$.35) per hour.
- Effective July 1, 2021, forty cents (\$.40) per hour.
- Effective July 1, 2022, forty cents (\$.40) per hour.

Each employee shall be offered the opportunity to achieve and maintain no fewer than four (4) certifications that have been approved by the Employer. Approved certifications include, but are not limited to, the following, as long as such certifications are determined by the Public Works Director to be directly related to the employee's job:

- Flagger Certification
- Work Zone Technician
- Traffic Control Supervisor
- Defensive Driving DDC-4
- Heavy Equipment Operator Safety
- CPR Training
- ARC Standard First Aid

Dump Truck Safety
Don't Crowd the Plow
Excavation, Trenching, Shoring

Other certifications not listed may be determined to be job-related by the Public Works Director.

Upon proof of successful completion of an approved certification, the Employer shall reimburse the Employee the associated fee(s).

Opportunities to obtain approved certifications shall be offered to every employee no later than the last day of April each calendar year.

The City shall, whenever applicable, provide certification training in City facilities.

ARTICLE 8 – CRAFT INTERCHANGE

Street Division of the Public Works Department Teamster/Operator Interchange: The term "laborers" in this policy shall mean truck drivers and helpers. The Employer shall maintain a seniority listing of laborers and seven (7) operators based on their continuous service with the Street Division of the Public Works Department. The employer shall use the operators on this list to operate equipment shown in Classification II on Schedule "A". If additional operators are needed, the employer will utilize the stand-by operator list as outlined below.

In order to provide a method of assigning laborers to a temporary operator's classification the Employer will also maintain a stand-by operator seniority listing. All laborers will be given an opportunity to sign the standing list on the first working day of November and the first working day of May. Such lists would be effective until new lists are made. As temporary operators are needed, they will be selected from the stand-by list in order of seniority. The Employer shall consider truck drivers' seniority, as defined in Article 6, when the employees sign up for the standby operators' list. If in the Department's opinion a laborer's name remains on the stand-by list that refuses to operate any equipment qualified for, or does not operate in a satisfactory manner the designated equipment, his name shall be stricken from the stand-by list for the remainder of the 180-day period.

In case an operator becomes sick or injured, or for some other reason is not able to complete an assigned shift, or if after the regular daily work assignments have been made, employees have been dispatched to their assigned work sites for a minimum of three (3) hours and a replacement operator is necessary, a replacement operator shall be selected on the basis of seniority, ability, and efficiency to perform the work. However, this assignment shall apply only to the remainder of the shift. In situations where all persons on the stand-by list have refused or have not volunteered for a required assignment the supervisor shall offer the assignment to any other person on the laborers list and if no person volunteers, assignments shall be made to those qualified persons by reverse seniority.

Additional general clarifying provisions shall include:

A. Assigned pieces of equipment consist of five tandem axle trucks and two finish blades. A person cannot be bumped from an assigned piece of equipment until he steps down of his own free will. If a tandem axle driver position becomes available, it shall be filled utilizing the bid job process. If the Finish Blade Operator I position becomes vacant, it shall be bid as a permanent position. Testing will be conducted involving all bidders. Equal hands on testing will be given to all bidders and will be graded by management. If Finish Blade Operator II position becomes vacant it may be filled by the current employee in the Finish Blade Operator

I position provided the current employee has been in the designated Finish Blade Operator I position for a minimum of two years or has demonstrated the ability to perform the duties as demonstrated through a field test. Otherwise, the position may be filled pursuant to the City Personnel Policy In-House Recruitment Process. Ability to operate will be one of the criteria used by management to select a finish blade operator and other factors may be considered. Management reserves the right to select the employee it determines to be the most productive for the employer.

B. Bid jobs are those jobs listed below in which the employees have the right to request assignment based on seniority. These positions will be filled by bid and seniority in accordance with the provisions within this Article.

1. Sweeping crew during the time period April 1 through November 30-flusher and sweepers bid separately.
2. Summer sweeping crew shift work-flusher and sweepers bid separately.
3. Winter snow teams on shift work.
4. Paving crew consisting of six (6) positions- a) paver, b) two screed men, c) roller operator, and d) two rakers.

Bid jobs for winter snow teams on shift work are for assignment to the crew and not the individual pieces of equipment. A person may hold a bid job for an assigned piece of equipment and still bid on any winter shift.

Equipment assignment shall be made by the supervisor. Additionally, when the city rents a paver with operator, management may replace the junior person who works directly in the vicinity of the paver.

C. Job bidding times are April 1 and November 1 each year.

D. All bid jobs on either April 1 or November 1, or which become vacant after April 1 and November 1 assignments are made will be filled by seniority with qualifications through the bidding process, with the understanding that if the individual filling the position leaves another assigned position, the individual shall have thirty (30) calendar days to return to their prior position; or if past thirty (30) calendar days, the individual cannot return to the prior position unless there is a vacancy in the prior position, which at that time if vacant, the person would have to go through the job bidding process. Bid jobs and vacancies shall be posted within 5 working days of the vacancy, posted for a period of 5 working days and awarded within 5 working days after close of the posted period.

E. Bid jobs, vacancies, and when management desires any new equipment jobs and/or any new work procedures pertaining to equipment if management lets these new jobs or procedures to bid will be bid for no less than five (5) working days. Any job bid request shall be submitted to the street division director, rather than be indicated on or attached to the bulletin board announcements.

F. Sign-up sheets will be issued to all personnel at least five (5) working days prior to April 1 and November 1 each year with number preferential sequence for what equipment or position they would like to work at or learn to work at. However, while sign-up sheets for all operators of equipment are to be submitted, assignment of employee operators to equipment is not required to be based on these sheets, but will be considered in making assignment decisions. Leased equipment shall be assigned at management discretion if the lease equipment owner/company does not provide its own operator.

G. Disqualification of individuals whom management feels are not qualified to operate a certain type of equipment shall be in writing to prove such disqualification. However, management has the right to suspend such individual from that piece of equipment pending such written action and rebuttals.

H. Management has the right to assign who it feels is best qualified to lead person positions without regard to seniority or any individual's preference.

I. If a bid job is not bid, it shall be filled by reverse seniority with qualifications. Management reserves the right to revert to reverse seniority by selecting who it feels would be best qualified for the bid position. Reverse seniority would be used exempting seasonal assigned employees employed for less than 3 months under Article I Section A.

J. If an individual/employee chooses to withdraw his bid on a posted bid job, he can do so in the 5-day period of the posting of that bid job.

Promotions: For purposes of making permanent promotions from the laborers list to operator classifications, those names appearing on the stand-by list shall be considered in order of seniority and qualifications. The supervisors shall judge the person's ability to operate all of the City equipment and shall be required to document his judgment. If in the opinion of the supervisors there are no persons on the stand-by list who meet the necessary qualifications, the City shall have the right to fill the vacancy from the remaining laborers in the Division or recruit from any outside source.

Employees promoted to operator classification who for health or other reasons wish to return to their former classification may do so at any given time within ninety (90) days after being promoted to the operator classification if the employee gives the Employer at least two (2) weeks-notice of his/her desire to return to his/her former classification and the employee's return to his/her former classification will not result in the Employer having to hire any additional personnel with the Street Division of the Public Works Department in order to satisfy the employee's desire to return to his/her former classification.

ARTICLE 9 – LAYOFFS

A. Street Division of the Public Works Department Teamsters and Operators: If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, those with the shortest period of continuous service shall be laid off first. Recall shall be in order of last laid-off, first called back. However, the classification five, Finish Blade Operator II, shall not be subject to the provisions of this section.

B. Signing/Striping: If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay-off any employee, they will be laid off by seniority within classification. Recall shall be in reverse order of lay-off.

C. 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 seventy-two (72) hours of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire eighteen (18) months after the employee's lay-off date. The employer may recall laid off employees by telephone for winter storm callback as

it is able to locate them by attempting to locate them in reverse order of layoff and a seventy-two (72) hour letter provision and its accompanying timely respond provision are hereby deemed waived and not applicable.

ARTICLE 10 – EMERGENCY CALL BACK AND OVERTIME

A. Winter Call Back Provisions-Street Division of Public Works Department Teamsters and Operators: In order to have employees available to respond to winter street conditions on weekends and work needed outside of regular scheduled shifts, the Division shall establish a rotating stand-by list of qualified employees to operate the necessary equipment. Employees shall be assigned to the list according to ability and seniority on a "volunteer first" basis. Any employee on the standby list who does not respond or refuses a call to work without an acceptable reason will be suspended from future assignments for the remainder of the winter. Employees actually placed in weekend stand-by status shall be compensated at the rate of one dollar and twenty-five cents (\$1.25) per hour for each twenty-four hour period of the weekend. Employees who are called to work while on standby status shall not forfeit any of the standby compensation. Weekend and holiday call out will be accomplished on a rotational basis, i.e. senior employee assigned to stand by will be called out the first day. The second employee will be called out first the second day, if only one person is needed for call out. This rotational system will be employed for all call out situations to spread overtime opportunities and maintain safe operations.

As it becomes necessary to call out personnel to operate equipment during weekends or after scheduled shifts (other than those on stand-by), residency within an area where response time can be achieved by actually reporting to work within forty-five (45) minutes of callback, no matter what the weather and road conditions are, will be the deciding factor. Pursuant to the application of this deciding factor, overtime shall be offered on a seniority basis to employees eligible for callback, except the bid-blade position, which shall be offered to those employees whom currently hold such Blade Bids.

During winter months, the employer may hold over a regularly scheduled crew in lieu of calling out standby personnel providing the hold-over of regularly scheduled personnel is for less than two (2) hours extending into a scheduled stand-by period. If it is anticipated that a job will require more than two (2) hours, standby personnel will be called out.

Emergency Winter Call Back Provisions: If, because of extreme winter street conditions, the Mayor or City Council declare that an emergency condition exists, the Department shall have the right to call out employees without regard to the stand-by list, operator preference, or the eight (8) hour notice provisions. The Department shall also have the right to take any other action to meet the manpower and equipment needs it may determine necessary to handle the emergency. A notice of the emergency condition shall be posted as soon as possible. Also, a notice terminating the condition will be posted.

B. Signing/Striping: If it becomes necessary to work employees other than scheduled shifts, work shall be assigned according to (1) Seniority, (2) Ability, and (3) Division.

Signing and Striping Seasonal workers will receive stand-by pay for snow removal in the amount of two dollars and fifty cents (\$2.50) per hour between the hours of 5:00 a.m. and 9:00 a.m. each weekend day and holiday.

C. All Divisions: Employees called out for work on assigned days off or employees reporting for scheduled work shall receive a minimum of four (4) hours work or four (4) hours pay. Employees called back for work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of two (2) hours work or two (2) hours pay. An employee's regularly scheduled workday concludes

at the end of their scheduled shift on the last day for their scheduled work week. If an employee is called back within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave his shift early upon mutual agreement between the employer and employee so that only the normally scheduled work hours for the day will be worked.

D. Overtime Policy, All Divisions: Overtime will commence at 7 minutes past the scheduled shift time and will be paid in 30 minute intervals. All overtime must be authorized.

ARTICLE 11 – SUSPENSION AND DISCHARGE

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

ARTICLE 12 - HOLIDAYS

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

1. New Year's Day, January 1;
2. Martin's Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;
8. Veterans' Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Christmas Day, December 25;
11. State general election day on the first Tuesday after the first Monday of November of even numbered calendar years.
 - a) Street Division employees will take their general election day on the first Monday of November of even numbered calendar years.
12. Any day declared a national legal holiday for all governmental subdivisions within The entire nation by the President of the United States; any day declared a national legal holiday by the U. S. Congress and/or the President that has also been expressly adopted as a legal holiday for local government subdivisions by the Montana State Legislature for local government employees; any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all city government employees by the Mayor of the City of Missoula.
13. Employees who are regularly scheduled to work eight-hour shifts during pay periods in which a holiday occurs shall receive eight (8) hours holiday pay. Employees who are regularly scheduled to work ten-hour shifts during pay periods in which a holiday occurs shall receive ten (10) hours holiday pay.

ARTICLE 13 – HEALTH INSURANCE

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

The City agrees to work with the Unions on premium and benefit issues through the Employee Benefit Committee (EBC). From July 1, 2019, through June 30, 2023, the Unions agree to accept increases in employee contributions for spouse and dependent(s) coverage and/or health plan design changes to those in effect as of July 1, 2019, up to a maximum of an additional \$50.00 per month once each fiscal year, provided these increases/plan changes are approved by the City Council and in effect for other City employees.

ARTICLE 14 – LEAVES OF ABSENCE

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

An annual vacation calendar for each division shall be posted the first working day of January of each year. Employees will be given sixty (60) days to record their vacation request for the year. Request for five (5) days or less need not be recorded within this sixty (60) day time period; but shall be arranged upon mutual agreement between the Superintendent and/or the Supervisor and employee on a first come first serve basis. The Superintendent shall determine whether vacation requests interfere with the Division's work schedules and shall make any necessary adjustments on the basis of seniority. All leave requests submitted and approved in accordance with the provisions of this Article will not be canceled or altered in any way without mutual agreement between management and any/or al affected employees unless the Mayor or City Council declares that an emergency exists.

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

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

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

Each employee who serves as a juror shall collect all fees payable as a result of the service and forward the fees to the Employer to be applied toward the employee's pay for the period off duty. Employees

shall not lose pay or other benefits because of jury service. In the event an employee is excused by the Court before the end of the working day he shall report for work to complete the day. He shall have a reasonable amount of time to change clothes.

If the employee elects to charge his time as juror against vacation time, he shall not be required to remit his fees to the Employer, nor to report for work if excused during the day.

The employee may retain any mileage or meal allowances allowed as a juror.

ARTICLE 15 – HEALTH AND SAFETY COMMITTEES

Joint labor-management Health and Safety Committees shall be established in each division that comprise both supervisors and labor representatives.

These committees' functions may include:

- Identifying existing or potential safety and health hazards;
- Reviewing the City of Missoula's accident, injury or occupational illness (workers' compensation) or other relevant data;
- Assessing existing health and safety policies, practices, activities, rules, guidelines, communications and training programs;
- Recommending changes or improvements to appropriate City of Missoula division or department heads; and/or
- Any other issues that the supervisors and labor representatives mutually agree to discuss.

The Health and Safety Committees shall meet at mutually agreeable times and places. Upon mutual agreement, these committees may involve or interact with other health and safety committees, or may invite participation by other individuals or groups.

ARTICLE 16 – GRIEVANCE PROCEDURE

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

Step 1: Within three (3) working days after its occurrence, the aggrieved party shall discuss the complaint with the Division Superintendent or the Superintendent's designee. Within three (3) additional working days the division head will reply to the complaint. The employee may have his Union representative present.

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

Step 3: If the grievance is not settled satisfactorily at Step 2, the grievance may, within seven (7) additional working days, be submitted in writing to the Mayor or, his/her designee, and the Human Resources Department. The written materials shall include the nature of the grievance, the facts on which it is based, provisions of the collective bargaining agreement allegedly violated and proposed remedies. A conciliation meeting will be held

with the parties involved as a final attempt to settle the dispute prior to proceeding to the Grievance Panel. The Mayor, or his designee, shall within seven (7) additional working days after the conciliation meeting is held, respond to the grievance in writing.

Step 4: If the grievance is not settled satisfactorily at Step 3, upon receipt of the notification, both parties shall have seven (7) working days to designate two (2) representatives selected by the City and two (2) representatives selected by the Union. These representatives shall constitute a grievance panel and shall be empowered to make decisions for settling the grievance. The grievance panel must make its determination within ten (10) working days after the entire panel has been designated. Decisions shall be determined when a majority of the panel (3) favors a given solution. The decision of the panel shall be immediately forwarded to the Mayor and the Union and shall be binding on each side. In the event of a deadlock of the grievance panel, the grievance advances to Step 5.

Step 5: Any dispute which has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party, providing it is submitted within ten (10) working days after the grievance panel 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) days each party will select one (1) arbitrator. The third member of the arbitration panel will be selected by the two appointed members. If the appointed members fail to agree on a third member within three (3) working days, they shall immediately request a list of five (5) qualified names from the State Board of Personnel Appeals. The Union and the Employer shall each strike two (2) names in alternate order, and the remaining shall be the Chairman of the panel. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Union. Decisions of the arbitration panel shall be final and binding on both parties. Costs incurred for the Chairman of the panel shall be borne equally by both parties.

Authority of the arbitration panel 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 panel shall consider and decide only the special issue(s) submitted in writing, and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this Agreement.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. A time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

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

ARTICLE 17 – PROBATIONARY PERIOD

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

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

ARTICLE 18 – DISCRIMINATION

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

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

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

The Union recognizes that the City of Missoula is an Equal Employment Opportunity/Affirmative Action Employer.

ARTICLE 19 – SPECIAL PROVISIONS

1. Street Division of the Public Works Department Teamsters and Operators: Roller operators shall not be required to work a regular shift which differs from the rest of the employees.

The Employer agrees to furnish a locker for each employee.

The Employer agrees there shall be either two (2) men or one (1) man with radio on all sanding and salting vehicles working in the following localities: Farview, Hillview Heights, High Park, Grant Creek and Rattlesnake areas. The Employer also agrees, when radios are used, the radios will be monitored.

2. Rest Breaks: Each employee shall be entitled to a total of two daily fifteen (15) minute rest breaks during each work day's work shift. Whenever possible employees shall take rest breaks at their work site where their work is being performed.

3. Supervisors' Operation of Equipment: Street Division of the Public Works Department Supervisors who are excluded from the bargaining unit shall be permitted to:

- a. Operate equipment during the normal working hours to facilitate the operations of the Employer in the areas of training and instructing employees, testing equipment, taking equipment to and from a job site, temporarily filling in for an employee who is temporarily attending to authorized personal needs or business related to employment with the Employer, and operating equipment in emergency situations and during overtime situations when unit members are not available through the normal call-out procedure.

It is understood that they will not operate equipment to the detriment of the bargaining unit and, except in a valid emergency, will not do production operating during normal or overtime situations in excess of one (1) hour in any particular shift.

- b. The term "Emergency" shall be strictly construed, so as to protect, consistent with the protection of the health, safety and welfare of the general public, the rights of unit members under this Agreement.

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

5. DOT Physical: The City agrees to pay up to one hundred dollars (\$100.00) per year as needed for DOT physicals.

6. CDL: The City will pay the cost of an individual's CDL license as needed for renewal.

ARTICLE 20 – SAVINGS CLAUSE

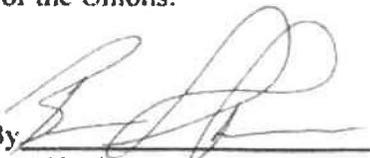
If any section, subdivision, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of any State or Federal Law, the remainder of this Agreement shall not be affected or invalidated.

ARTICLE 21 – TERM OF AGREEMENT

This Agreement shall remain in force and effect from July 1, 2019 through June 30, 2023, and shall thereafter automatically renew from year to year except if either party desires to alter or terminate this Agreement, the party shall notify the other party sixty (60) days previous to the date of expiration.

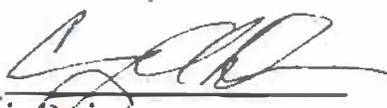
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 25th day of March, 2020.

For the Unions:

By 
Ben Sharbono
Teamsters Local No. 2

For the City:

Signature: 
John Engen (Mar 25, 2020)
Email: engenj@ci.missoula.mt.us
Mayor John Engen
City of Missoula

By 
Craig Davis
Operators Union Local No. 400

ATTEST:

Martha L. Rehbein
Martha L. Rehbein (Mar 31, 2020)
Martha L. Rehbein
City Clerk