

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MISSOULA

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 233

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 International Brotherhood of Electrical Workers, Local 233 (hereinafter referred to as the Union). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to rates of pay, hours of work and fringe benefits.

ARTICLE 1 - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the full-time Electronics Technicians working in the Communications Shop and excluding all other job classifications. For the purposes of defining employee status, definitions found in the City of Missoula Human Resources Policy Manual shall apply.

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

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

ARTICLE 4 - Dues Check Off

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

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

ARTICLE 5 - Hours of Work

A work week shall comprise the time period Sunday through Saturday. Generally, the normal work week shall begin on Monday and end on Friday unless advance notice to the contrary is given as outlined herein. The work schedule shall be comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Eight (8) hours of work including two (2) fifteen (15) minute break periods, whenever feasible shall constitute a normal day's work, unless a work schedule of four (4) ten (10) hour days is implemented during certain times of the year, in which case ten (10) hours shall constitute a normal day's work. When employees work four (4) ten (10) hour shifts, breaks shall be extended by five (5) minutes to a total of twenty (20) minutes for each break.

Employees employed for a work week longer than forty (40) hours, or for a time period during a specific work day that is in excess of a day's work as defined herein shall receive either compensation for the overtime employment at the rate of 1 1/2 times the hourly wage rate at which employed and excluding all special allowances and fringe benefits, or compensatory time for overtime work in excess of forty (40) hours within a work week at a rate of 1 1/2 times the number of extra overtime hours actually worked which compensatory time must be utilized within sixty (60) calendar days after the day on which it was earned or be paid as overtime pay. The employee must declare in writing at the time that the overtime is earned whether the employee desires overtime pay or compensatory time.

ARTICLE 6 - Seniority Defined

"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 the bargaining unit 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. 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 that may affect bargaining unit member 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 involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority;
3. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement;
4. 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 for all employees covered under this agreement are listed below.

	<u>July 1, 2019</u>	<u>July 1, 2020</u>	<u>July 1, 2021</u>	<u>July 1, 2022</u>
Level I Technician	\$25.9146/hr.	\$26.6921/hr.	\$27.4928/hr.	\$28.3176/hr.
Level II Technician	\$28.9634/hr.	\$29.8323/hr.	\$30.7273/hr.	\$31.6491/hr.
Senior Electronic Technician	\$30.4878/hr.	\$31.4024/hr.	\$32.3445/hr.	\$33.3148/hr.

Level I Electronic Technician shall be paid eighty-five percent (85%) of the Senior Electronic Technician rate. Level II Electronic Technician shall be paid at ninety-five (95) percent of Senior Electronic Technician rate. The most senior employee shall be designated as Lead Worker and shall receive an additional \$.50 per hour.

In addition to such rates, 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. 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 Policy Manual.

In addition to the wage rates listed herein, employees have the opportunity to participate in an Incentive Pay Program as outlined below. The City of Missoula will not exclude any IBEW union member, regardless of job classification, from applying and testing for any approved certification, except as outlined in the Incentive Pay Program. The City agrees to make one set of training materials for each certification available for study purposes, provided such materials are purchasable.

The purpose of the Incentive Pay Program is to develop a system that rewards Employees for obtaining certified skills above and beyond minimal requirements of the job. These enhanced skills make the employee more productive, which benefits the City workforce and the safety of its citizens.

1. Each Electronics Technician will receive a \$.25 cent per hour pay increase for each authorized certification presented to the City of Missoula, Communications Shop Supervisor. Certifications may be submitted anytime during the fiscal year so that each member may increase his/her pay

by \$0.25 per hour for each certification presented during the fiscal year. The City shall budget \$1.00 per hour (provided there is sufficient available funds) per member for certifications that may be obtained during the year. The City will credit the employee with the certification upon receipt of the passing score, up to a maximum of four (4) certifications per fiscal year. Members will be able to participate upon completion of their probationary period.

2. Each IBEW member shall be able to increase his or her pay by one dollar (\$1.00) each year by presenting four new authorized certifications each fiscal year. Each IBEW member can select four new certifications each year from the list of Authorized Certifications. There are fifteen (15) possible Authorized Certifications available, making it possible for an IBEW member to increase his/her hourly rate of pay as much as three dollars and seventy-five cents (\$3.75) per hour over a four year period of time.

3. Employees are responsible to obtain approved certifications on their own time and at their own expense, however, the employer will incur all cost to maintain and renew these certifications. Each IBEW member will also be responsible to maintain certifications in good standing and to recertify as required by the individual certification standards, or no less than every five (5) years if no certification standard exists. No certification on the list will be considered to last longer than five (5) years without recertification. The City will compensate IBEW members for hours spent in classroom training, taking certification exams and recertifying, provided that such hours fall within normally scheduled work hours and do not result in overtime compensation or accumulated compensatory time off.

The City will incur all expenses for required certifications, training and testing.

The City will reimburse the employee the difference between IMSA member cost and non-IMSA member cost if the employee is not registered with IMSA.

4. The City of Missoula reserves the right to determine the training needs and modify the list of authorized certifications accordingly. All certifications must be pre-approved by the Communications Shop Supervisor prior to testing and/or payment.

List of Authorized Certifications (in no particular order): *Only 15 Certifications listed*

Proposed List of authorized certifications: All certifications must be International Municipal Signal Association Certified (IMSA), or any other mutually agreed upon certifying authority.

Roadway Lighting 1	Roadway Lighting 2	Signal Inspection	Preventative Maintenance
Work Zone Traffic Control	EVTCC*	Traffic Signals 1	Traffic Signals 2.1
Traffic Signals 2.2	Traffic Signals 2.3	Traffic Signals 2.4	Traffic Signals 3.1
Traffic Signals 3.2	Arc Flash Hazard	Solar PPV	

* EVTCC – Emergency Vehicle Technician Certification Commission (non-IMSA)

EIGHTH DISTRICT ELECTRICAL PENSION FUND

Employer shall contribute to the Eighth District Electrical Pension Fund (the “Fund”) the sum of \$0.00 (amount to be specified by employees with at least 60-day notice to the City) for each hour worked by each employee of the Employer performing work covered by this Agreement.

Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month.

Employer and Union adopt and agree to be bound by all the terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of The Eighth District Electrical Pension Fund, as amended (the “Trust Agreement”) and all Rules and Regulations of the Pension Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a material breach of this Agreement.

ARTICLE 8 - Layoffs

- A. 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.

- B. 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.

ARTICLE 9 - Emergency Call Back and Overtime

- A. In order to have an employee available to respond to calls during weekends, holidays and after hours, Electronic Technicians shall be compensated at the rate of two hundred fifty dollars (\$250) per week or thirty-seven dollars and fifty cents (\$37.50) per day-when placed on stand-by. The City agrees to provide a cellular phone or pager to employees who are on stand-by.
- B. Employees called out to work on assigned days off shall receive a minimum of four (4) hours pay and may be required to work up to four hours. Employees called back for work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of four (4) hours pay and may be required to work up to four hours. If an employee is called to work within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave his/her shift early upon mutual agreement between the employer and employee so that only the normally scheduled work hours for the day will be worked.
- C. Overtime will commence at seven (7) minutes past the scheduled shift time and will be paid in thirty (30) minute intervals. All overtime must be authorized.
- D. Bargaining unit members who are required to take/make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one half (1/2) hour at one and one half (1 1/2) times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (1/2) hour, the employee will be paid for the actual time worked at one and one half times their regular rate of pay.

ARTICLE 10 - Suspension and Discharge

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

ARTICLE 11 - 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 in even numbered calendar years.
12. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a national legal holiday by the U.S. Congress and/or the President that has also been expressly adopted as a legal holiday for local government subdivisions by the Montana State Legislature for local government employees; any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all city government employees by the Mayor of the City of Missoula.

Employees who are called out to work on a holiday will receive holiday pay plus time worked at one and one-half times their regular rate of pay.

When working four (4)/ten (10) hour shifts in a week, an employee will receive ten (10) hours holiday pay.

ARTICLE 12 - Health Insurance

The City agrees to work with the Unions on premium and benefit issues through the Employee Benefit Committee (EBC). The Union shall be allowed to appoint one (1) bargaining unit member to the City of Missoula Employee Benefits Committee (EBC). Enhancements to the plan, such as vision coverage, approved by the City Council and in effect for all other City employees shall also be provided to employees covered by this agreement.

ARTICLE 13 - Leaves of Absence

Vacation and sick leave credits shall be accrued and paid in accordance with state statute. For purposes of computing vacation and sick leave earnings, employee service time with any department within the City, and any other city, town, county, school district, or any agency of the State of Montana shall be considered.

An annual vacation calendar 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 employee and the Supervisor. The Supervisor 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 without mutual agreement between management and any/or all affected employees unless the Mayor or City Council declare an emergency due to acts of nature, extreme weather conditions, earthquakes, flooding, etc. exists.

ARTICLE 14 - Grievance Procedure

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

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

Step 2. If the grievance is not resolved informally at step 1, a formal grievance shall be presented in writing within ten (10) working days from receipt of the step 1 response to the Department Head or his/her designee. The Department Head or designee shall have ten (10) working days from receipt of the grievance to respond in writing.

Step 3. If the grievance is not settled satisfactorily at Step 2, the grievance shall, within seven (7) working days be submitted in writing, through the union to the Mayor or the Mayor's designee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated, and the relief requested. The Mayor shall, within ten (10) working days after the receipt of the grievance respond to the grievance in writing. By mutual agreement of both parties, a grievance meeting shall be held in order to resolve the grievance.

Step 4. If the matter is not resolved at this point, within seven (7) working days either party may request a conciliation meeting to be held with the parties involved as a final attempt to resolve the dispute prior to proceeding to arbitration. If for whatever reason a conciliation does not take place within ten (10) working days following a receipt of this written request, either party to this agreement may unilaterally call for arbitration proceedings as called for in Step 5 of the grievance procedure.

Step 5. Any dispute that has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party, providing it is submitted within ten (10) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within five (5) working days the parties shall request a list of five (5) qualified names from the Montana State Board of Personnel Appeals. The Union and the Employer shall each strike two (2) names in

alternate order, and the remaining shall be the arbitrator. The Union shall strike the first name. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Union. Decisions of the arbitrator shall be final and binding on both parties. Costs incurred for the arbitrator shall be borne equally by both parties. Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement that directly pertain to the issue(s) submitted in writing for arbitration. The arbitrator shall consider and decide only the specific issues submitted in writing, and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this Agreement.

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

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

ARTICLE 15 - 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 16 - Discrimination

The Employer agrees to not discriminate against any employee for his/her activity on 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 race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, gender identity or expression. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

ARTICLE 17 - Special Provisions

Rest Breaks: Each employee shall be entitled to two 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.

The City shall allow an additional one-half (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.

Clothing Allowance: Effective July 1, 2019, employees will receive a \$250.00 clothing allowance per fiscal year for the term of the current contract, to be reimbursed by appropriate receipt.

Personal Protective Equipment: Protective clothing or protective devices required of the employees in the performance of their job duties shall be furnished by the employer, provided such protective clothing and/or devices are deemed necessary by the Supervisor and/or any State or Federal laws.

Commercial Driver's License: The City will pay the cost of a physical examination for the purpose of obtaining and maintaining a Commercial Driver's License (CDL) if required by the U.S. Department of Transportation. The City will also pay the cost of an individual's CDL license as needed for renewal.

The City will pay the cost of inoculations for Hepatitis A, Hepatitis B and Tetanus. Any amount not covered by the Health Insurance plan will be reimbursed at the request of the employee. The City has the right to select a health provider to provide these inoculations.

ARTICLE 18 - 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 19 - 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 10th day of April, 2020.

FOR THE UNION

By:



John Gordon, Business Manager
IBEW Local 233

FOR THE CITY

By:


John Engen (Apr 10, 2020)

Mayor John Engen
City of Missoula

ATTEST:


Martha L. Rehbein (Apr 14, 2020)

Martha L. Rehbein
City Clerk