

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MISSOULA
AND
MONTANA FEDERATION OF PUBLIC EMPLOYEES—(MFPE)
REPRESENTING THE BUILDING INSPECTORS**

Effective date of July 1, 2019 through 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 MFPE. 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 inspectors working in the Building Inspection Division, including electrical, mechanical, plumbing, building/combination inspectors, plans examiner, excluding all other job classifications.

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

Section 1. 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 they be penalized in any manner for any normal union activities.

Section 2. All Employees covered under the terms of this AGREEMENT shall not be required to join the ASSOCIATION. The City of Missoula, including its directors, managers, and supervisors, shall remain neutral on the issue of whether any Employee should join the ASSOCIATION or other participate in ASSOCIATION activities.

Section 3. Indemnification of the City by the Unions: The Union agrees 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.

Section 4. Employees at the Bargaining Table: The Employer agrees that one representative from the 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.

Section 5. 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. Any incidental visits to union members by the union rep will take place during lunch or break times.

ARTICLE 4--Dues Check Off

Section 1. Upon 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 the ASSOCIATION, and remit such amount to the ASSOCIATION. EMPLOYER shall honor the terms and conditions of each Employee's written payroll deduction authorization(s). If the ASSOCIATION makes a material modification to its current payroll deduction authorization card, the ASSOCIATION agrees to provide EMPLOYER with the new card prior to its use.

Section 2. The ASSOCIATION shall transmit to EMPLOYER in writing by the cutoff date for each payroll period the name(s) of Employee(s) who have, since the previous payroll cutoff date, provided the ASSOCIATION with a written authorization for payroll deductions, or have changed their prior written authorization for payroll deductions.

Section 3. Any Employee may revoke a written authorization for payroll deductions by written notice to the ASSOCIATION 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 the ASSOCIATION that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. EMPLOYER will refer all Employee inquiries regarding the ASSOCIATION revocation process to the ASSOCIATION. EMPLOYER may answer any Employee inquiry about process or timing of payroll deductions.

Section 4. The ASSOCIATION 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 ASSOCIATION 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 the ASSOCIATION.

Section 5. The aggregate deductions shall be remitted, together with an itemized statement, to the ASSOCIATION in a timely manner.

ARTICLE 5--Hours of Work

Section 1. A work week shall comprise the time period Sunday through Saturday. Generally the normal work week shall begin on Monday and end on Friday unless advance notice to the contrary is given as outlined herein. The work schedule shall be comprised of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Eight (8) hours of work including two (2) fifteen (15) minute break periods, 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.

Section 2. 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 excluding 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. The department however, can make the decision to pay the employee at the overtime rate instead of allowing compensatory time. All overtime must be approved by the supervisor prior to it being worked by an employee.

Section 3. At the discretion of the Building Official, employees will drive city vehicles to and from their residences within a 10 mile radius of the City of Missoula to be available for emergencies.

ARTICLE 6--Seniority Defined

Section 1. "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 collective bargaining units to which the City is signatory. 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.

Section 2. A "temporary promotion" is defined as a promotion to a non-bargaining unit supervisory position due to vacancy, 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.

Section 3. 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, 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 that may affect bargaining unit member seniority are as follows:

A. 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.

B. 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 up to 30 days after the employee is released from active military duty.

C. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement.

D. 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 immediately of their ability to return to work and must express their intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.

E. Nothing in the seniority clause of this contract guarantees any employee the right to a promotion due to a vacancy within the division.

ARTICLE 7--Wages

Classifications and wage rates shall be as negotiated and set forth herein. Job classifications and wages for newly hired employees covered under this agreement are listed below.

	07/01/2019	07/01/2020	07/01/2021	07/01/2022
Plans Examiner	\$35.31	\$36.37	\$37.46	\$38.58
Building Inspector	\$32.19	\$33.16	\$34.15	\$35.17
Electrical Inspector	\$32.19	\$33.16	\$34.15	\$35.17
Mechanical Inspector	\$32.19	\$33.16	\$34.15	\$35.17
Plumbing Inspector	\$32.19	\$33.16	\$34.15	\$35.17

Wage rates for current employees are listed in Addendum A.

- A. 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 Personnel Policy Manual.
- B. Lead Inspector: When necessary, the Building Official shall appoint a lead inspector. Lead Inspector job duties shall include, but not be limited to, the daily scheduling of inspections, second on-call and fill in during the absence of the Building Official.
1. Lead Inspector responsibilities are to ensure daily inspections requests are assigned to inspectors, and to insure inspectors vacations are coordinated effectively to ensure inspection loads are met.
 2. The Lead Inspector shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay.
- C. Part-Time Plans Examiner: An employee assigned and performing part-time plans examiner responsibilities, as defined by the Employer, shall receive one dollar and fifty cents (\$1.50) per hour in addition to their regular rate of pay.

ARTICLE 8--Layoffs

Section 1. If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, employees subject to lay off will be in accordance with the City of Missoula Personnel Policy Manual. Those with the shortest period of continuous service within the specific classification shall be laid off first. Recall shall be in order of last laid-off, first called back.

Section 2. Recall of laid-off employees shall be made in accordance with the city of Missoula Personnel Policy Manual. 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

Section 1. If it becomes necessary to work building inspectors other than scheduled shifts, work shall be assigned according to: ability, area of licensure and seniority whenever possible.

Section 2. Employees called out for work on assigned days off, or employees reporting for work on scheduled days off shall be guaranteed a minimum of three (3) hours of work at the overtime rate of pay. Employees called back to work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of two (2) hours work at the overtime rate of pay. If an employee is called in to work within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave their shift early upon mutual agreement between the Employer and the employee so that the normally scheduled work hours for the day will be worked.

Section 3. Overtime shall commence at six (6) minutes after the scheduled end of the shift and be paid in six (6) minute intervals.

ARTICLE 10--Discipline and Discharge

An employee may be disciplined or discharged only for just cause, if the city follows a reasonable policy of progressive discipline. However, nothing in this Section requires the Employer to impose a specific level of discipline in a particular case, provided there is a legitimate business reason for the level of discipline imposed and the penalty is reasonably related to: (1) the severity of the employee's proven misconduct or proven unsatisfactory job performance, (2) the employee's prior disciplinary record with the Employer, and/or (3) the nature of the employee's proven misconduct or proven unsatisfactory job performance.

Section 1. Prompt feedback on performance and constant communication is necessary between supervisors and their employees. In addition, if an employee is not performing their duties in a satisfactory manner, it is the responsibility of their supervisor to give proper notice and guidance outlining the deficiencies. The following progressive disciplinary procedures shall be utilized, however it should be understood that depending on the nature and circumstances of the unsatisfactory performance or behavior, the department head may use any disciplinary measure appropriate within their judgment. (Dismissal for cause can be administered without having to proceed through the levels of progressive discipline.)

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

1. The warning shall contain:
 - a. the date and time the warning was given,
 - b. what performance deficiency or violation has occurred,
 - c. the corrective measures that need to be taken,
 - d. the time period the employee has in which to improve their performance or correct their behavior, and
 - e. what further actions will be taken if the employee does not improve their performance or correct their behavior.
2. Copies of the notice outlining the warning will be forwarded to the employee and to the Human Resources Department for placement in the employee's personnel file.
3. The employee shall have the right to make a written response to the warning and to have that response placed in their personnel file with the warning.
4. The warning shall remain in effect for six months.

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

1. The department/division head shall write a letter, which states the date, time, and nature of the reprimand and the corrective measures that need to be taken.
2. Copies of the written reprimand will be forwarded to the employee, the MFPE union representative and to the Human Resources Department for placement in the employee's personnel file.
3. The written reprimand will remain in effect for one year for the unsatisfactory job performance stated on the written reprimand form. Further remedial actions, including dismissal, may be taken in this time frame if the unsatisfactory job performance is not corrected.

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

1. The department head shall write a letter stating the date, time, and nature of the suspension and the corrective measures that need to be taken.
2. Copies of the suspension letter will be forwarded to the employee and Human Resources Department for placement in the employee's personnel file.
3. Dismissal may be automatic for 3 months following the suspension if the unsatisfactory job performance is not corrected.

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

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

ARTICLE 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 Jr. 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.

ARTICLE 12--Health Insurance

Section 1. The parties agree to the same health insurance premiums and plan design as for all non-bargaining unit employees of the City of Missoula, as approved each fiscal year by the Missoula City Council.

Section 2. The City agrees to work with the Unions on premium and benefit issues through the Employee Benefit Committee (EBC). The Union shall appoint one (1) bargaining unit member to the City of Missoula Employee Benefit Committee (EBC).

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 the employer and any/or all affected employees unless the Mayor or City Council declares an emergency.

The accrual and use of accumulated vacation and sick leave shall be accordance with the City of Missoula Personnel Policy Manual.

All other forms of leave, including Family and Medical Leave (FMLA), military leave, jury duty and educational leave or any other form of leave of absence shall be in accordance with the City of Missoula Personnel Policy Manual.

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 ten (10) working days of the occurrence of the grievance an employee with a grievance shall discuss the grievance with their immediate supervisor. The immediate supervisor shall have five (5) working days to respond to the grievance.

Step 2. If the grievance is not resolved informally at Step 1, a formal grievance shall be presented in writing within ten (10) working days from receipt of the Step 1 response to the Department Head or their 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 ten (10) 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, or designee, shall, within ten (10) working days after the receipt of the grievance to 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 ten (10) 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 ten (10) 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 lay off.

ARTICLE 16--Discrimination

The Employer agrees to not discriminate against any employee for their 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 gender 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.

Clothing Allowance:

Section 1. The Employer agrees to furnish the following items:

1. City of Missoula logo jacket, or vest, (Every Year)
2. Four (4) City of Missoula Logo Shirts. (Every Year)

Items listed in #1 and #2 above shall be pre-approved by the supervisor prior to purchase by the employee.

Section 2. In addition to providing the above items of clothing, the Employer shall provide an annual clothing allowance in accordance with the following schedule:

FY20 - \$375.00
FY21 - \$400.00
FY22 - \$425.00
FY23 - \$450.00

Employees shall receive such clothing allowance upon completion of their probationary periods on a prorated basis.

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.

Section 3. Employees will be responsible to wear proper foot wear and other clothing to safely perform their job duties.

Section 4. 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 Building Official.

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.

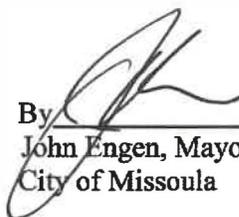
IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals this 15 day of March, 2020.

For the Unions:



By _____
Eric Feaver
MFPE

For the City:



By _____
John Engen, Mayor
City of Missoula



By _____
Tony Sauro
Local President

ATTEST:



Martha L. Rehbein
City Clerk



ADDENDUM A--Wage Schedule for Current Employees
(at the time of signing of this agreement)

Name		Job Title	FY 20 Wage Rate
CODDINGTON	CRISTINA	Plans Examiner	\$37.24
COOK	BRIAN	Plans Examiner	\$37.65
DUNLAP	WALTER	Mechanical Inspector	\$38.04
HAIT	JUSTIN	Electrical Inspector	\$36.00
PORTEOUS	WILLIAM	Building Inspector	\$37.63
SAURO	ANTHONY	Plumbing Inspector	\$38.44

The above wage rates will be retroactive to July 1, 2019.

In addition to any wage increases that result from implementation of a performance-based pay program, each employee shall receive an across-the-board pay increase in accordance with the following schedule:

07/01/2020	3 percent
07/01/2021	3 percent
07/01/2022	3 percent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MISSOULA
AND
MFPE BUILDING INSPECTORS BARGAINING UNIT**

This Memorandum of Understanding is entered into by and between the City of Missoula (Employer) and MFPE Building Inspectors Bargaining Unit (Union) and is incorporated by reference as part of the Collective Bargaining Agreement in effect from July 1, 2019, through June 30, 2023.

Employer and Union (the Parties) agreed during the collective bargaining process to the concept of a compensation plan based, in part, on accomplishment of each employee's individualized job performance and career development goals. The Parties further agreed that the most appropriate and effective approach for development of such a compensation plan is the establishment of a labor-management group outside of the formal negotiation process.

The Parties, therefore, agree to a working group comprised of members appointed by the Union and members appointed by the Employer. If the labor-management working group deems appropriate, a mutually agreed upon facilitator will oversee the group's work.

The scope of the working group will include development of the following program elements:

- Well-defined job performance criteria;
- Annual calendar for setting and reviewing employees' goals;
- Goal-setting and assessment form/tool;
- Review process to ensure consistent application and assessment;
- Responsibilities of supervisor and employee;
- Written procedures for implementation and ongoing administration;
- Ongoing program training/education;
- Schedule for program evaluation and adjustments, as necessary; and

The Employer and Union agree that the wage increase for which employees will be eligible shall be no less than two (2) percent. The final amount of increase for which employees are eligible prior to the expiration of the FY20-FY23 collective bargaining agreement between the Parties, shall be negotiated by the Employer and Union upon approval of all terms and conditions of the referenced job performance and career development work plan structure.

The Parties agree that every good faith effort will be made to have the terms and conditions of this performance-based compensation program completed no later than June 30, 2020.

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

For the Unions:

By _____

Eric Feaver

MFPE

For the City:

By _____

Mayor John Engen

City of Missoula

By _____

Tony Sauro

Local President

ATTEST:

Martha L. Rehbein

City Clerk



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MISSOULA
AND
MFPE BUILDING INSPECTORS BARGAINING UNIT

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Employer and Union (the Parties) discussed during the collective bargaining process the possibility of developing an annual lump sum bonus plan for Employees. The Parties agreed to a limited opener to the collective bargaining agreement during Fiscal Year 2022 for the sole purpose of considering such a plan.

Upon written notice from the Union, no earlier than July 1, 2021, and no later than December 31, 2021, the parties agree to meet and discuss whether a lump sum bonus program is viable and if so, to negotiate the terms of such a program.

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

For the Unions:

By _____

Eric Feaver

MFPE

For the City

By _____

Mayor John Engen

City of Missoula

By _____

Tony Sauro

Local President

ATTEST: _____

[Handwritten Signature]
City Clerk



**Amendment to
Memorandum of Understanding and
Collective Bargaining Agreement Effective July 1, 2019, through June 30, 2023
Between
The City of Missoula
And
MFPE Building Inspectors Bargaining Unit**

This amended Memorandum of Understanding and further amendment to Addendum A, Wage Schedule for Current Employees, is entered into by and between the City of Missoula (Employer) and MFPE Building Inspectors Bargaining Unit (Union) and is incorporated by reference as part of the Collective Bargaining Agreement in effect from July 1, 2019, through June 30, 2023.

Amendment to Memorandum of Understanding

As a result of scheduling difficulties attributable to the COVID-19 pandemic, Employer and Union (the Parties) mutually agree that the original deadline of June 30, 2020, for completion of a performance and career development-based compensation program is unattainable.

The provisions of the Memorandum of Understanding between the Parties dated March 13, 2020, shall remain in effect, with the exception that every good faith effort will be made to have the terms and conditions of the performance-based compensation program completed no later than December 31, 2020, to take effect no later than July 1, 2021.

Addendum A, Wage Schedule for Current Employees

The Parties further agree that Addendum A, Wage Schedule for Current Employees, is hereby amended as follows:

07/01/2020 Modified from 3 percent to 5 percent

The remainder of Addendum A remains in full force and effect.

The additional 2 percent increase effective July 1, 2020, for current employees shall be processed as soon as practicable after signing of this Amendment by all Parties.

For the Union:

For the City:


By Tony Sauro (Jul 7, 2020 08:54 MDT)
Tony Sauro, Local MFPE President

By _____
Mayor John Engen


By Jeff Howe (Jul 7, 2020 09:04 MDT)
Jeff Howe, MFPE Field Consultant

Signature: 
John Engen (Jul 9, 2020 11:32 MDT)
Email: engenj@ci.missoula.mt.us