

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF MISSOULA
AND THE
DEVELOPMENT SERVICES DEPARTMENT BARGAINING UNIT
AFFILIATED WITH MONTANA FEDERATION OF PUBLIC EMPLOYEES
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 (hereinafter referred to as the Employer) and the Missoula Development Services Union, a local affiliated with Montana Federation of Public Employees (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

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries, wages, hours, fringe benefits, and other conditions of employment for employees in the following job classifications in the City of Missoula Development Services Department: Program Specialist, Program Manager, Assistant Planner, Associate Planner, Senior Planner, Bicycle Pedestrian Program Manager, the Historic Preservation Officer, GIS Analyst; and excluding: (1) confidential employees, management officials and supervisory employees as defined in MCA 39-31-103; (2) members of other collective bargaining agreements, and (3) Development Services employees in job classifications not listed in this Article.

Section 2. Definitions:

Employee – Unless otherwise indicated, the term “employee,” as used in this agreement, shall mean employees who are members of the appropriate unit as defined above.

Employer – The City of Missoula is the “employer,” as defined above.

Union – The Union is the local, the Missoula Development Services Union, affiliated with the MFPE and its officers, agents and representatives.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. 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:

Section 2. 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. Employees at the Bargaining Table: The Employer agrees that no more than three (3) local representatives 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 3. 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.

Section 4. Paid Release Time for Union Business: Union officers shall be granted paid release time to investigate grievances or participate in arbitration hearings or other hearings before the Board of Personnel Appeals involving bargaining unit employees or issues. The Employer reserves the right to limit the time spent participating in such activities on paid release time if such participation would unduly disrupt business operations, however, the Employer recognizes that employees who are under subpoena may be legally compelled to participate. The local president (or another union officer designated by the president in writing) shall be granted up to two full days (sixteen hours for a full-time employee, pro-rated for part-time employees) of paid release time to attend the Union's annual representative assembly meeting.

Section 5. The Union agrees to notify the employer in writing regarding the names of current officers and any changes in officers.

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

Section 2. The UNION 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 UNION 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 UNION 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 UNION that the terms for revocation of the Employee's authorization regarding payroll deduction have been met. EMPLOYER will refer all Employee inquiries regarding the UNION revocation process to the UNION. EMPLOYER may answer any Employee inquiry about process or timing of payroll deductions.

Section 4. The UNION 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 UNION.

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

ARTICLE 5 - HOURS OF WORK & OVERTIME

Section 1. A work week shall comprise the time period Sunday through Saturday. Generally, the normal work schedule shall begin on Monday and end on Friday unless the employee is provided advance notice. Employees who are required

to attend public meetings that occur outside of their regular work schedule may be allowed to flex their schedules within the same workweek with supervisory approval.

Section 2. Employees who are required to work more than forty (40) hours in a work week shall receive overtime pay at one and one-half times their regular hourly rate for all such hours worked. An employee may, with supervisory approval, accrue equivalent compensatory time in lieu of being paid for overtime hours.

ARTICLE 6 - SENIORITY & FILLING BARGAINING UNIT POSITIONS

Seniority

Section 1. "Seniority" means a city employee's total length of continuous service in a bargaining unit position. Seniority of employees who leave a bargaining unit position due to a temporary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by Section 2 in this Article.

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. Other situations that may impact 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 up to 30 days after the employee is released from active military duty.
3. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement.

Section 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 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 effective date of employee's resignation with the City of Missoula.

Section 5. Nothing in the seniority clause of this contract guarantees any employee the right to a promotion due to a vacancy within the division, however, seniority will be a factor in determining promotions within the department, into higher status, or higher paid positions, (i.e. Assistant Planner promotion to Associate Planner, etc.)

Filling Bargaining Unit Positions

Section 6. Filling vacancies in bargaining unit positions: When a vacancy occurs in a bargaining unit position, the Director of the Development Services Department (or designee) shall decide whether to recruit internally (within the bargaining unit), externally (outside the bargaining unit and/or the department), or both. Nothing in this section requires any position to be filled.

Section 7. All bargaining unit employees who apply for bargaining unit positions shall be interviewed as part of the selection process. Selection decisions shall be made on the basis of qualifications and relative abilities. Nothing in this clause restricts the Employer from considering applicants from outside the bargaining unit, however, if two or more bargaining unit employees have substantially equal qualifications and relative abilities, and have greater qualifications and relative abilities than all external applicant for the position, the internal applicant with the greatest seniority, as defined in this Article, shall receive a tie-breaker preference.

ARTICLE 7 - COMPENSATION & TRAINING

Section 1. Pay matrices for newly hired employees during Fiscal Years 2020 through 2023 are attached to the Agreement as ADDENDUM A.

Section 2. Longevity Pay – Bargaining unit employees shall receive longevity pay at Seven dollars (\$7.00) per month for every full year of completed continuous service.

Section 3. Certification Pay - Effective on July 1, 2018, employees who have achieved and continue to maintain AICP Certification through the American Planning Association, shall receive an additional \$.50 per hour differential. This amount shall not be added to employee base pay. The Department Head reserves the right to determine

how many certifications are approved in each work unit under this Section, based on the type of work that employees perform and the work needs in each work unit.

Section 4. Pay Exceptions – The Department Head may request a “pay exception,” under city Human Resources policies, for any bargaining unit employee. Such requests may address issues such as: (1) demonstrated difficult recruitment or retention; (2) specialized or highly-sought-after employee skills, (3) market issues, etc. Should the City of Missoula tentatively approve such a request, it shall notify the Union in writing. Implementation of any pay adjustment based on a pay exception request is contingent on the Union’s agreement.

Section 5. Training—The City of Missoula reserves the right to determine the training needs of the employees and will provide training appropriately and accordingly and as it deems necessary.

Section 6. Promotions – A promotion occurs when an employee is placed in a position with a different job title that has a higher entry wage rate than the employee's current position. A promoted employee shall typically receive a wage increase of five (5) percent, and be eligible for an additional two and one-half (2.5) percent increase after 6 months.

An employee who is promoted to Associate Planner may receive up to a seven and one-half (7.5) percent wage increase; and an employee promoted to Senior Planner may receive up to a ten (10) percent wage increase. Promotional wage increases above these amounts shall be allowable provided no internal inequity results from such increases.

ARTICLE 8 - LAYOFF AND RECALL

Section 1. If due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, employees shall be selected for layoff based on qualifications, relative abilities and seniority, except that where two or more bargaining unit employees have substantially equally qualifications and relative abilities, the least senior employee in a job classification subject to layoff shall be laid off first. Recall, defined as reinstatement back into the same position from which an employee was laid off within eighteen (18) months after the effective date of the layoff, shall be in order of last laid-off, first called back.

Section 2. 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 after twelve (12) months after the employee's effective lay-off date.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

An employee may be disciplined or discharged only for just cause. The Employer shall follow a reasonable policy of progressive discipline, as traditionally recognized in 'just cause' principles, except in cases of serious misconduct for which more severe penalties are justified.

ARTICLE 10 - 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 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. Indigenous Peoples 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 11 - 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 12 - ANNUAL LEAVE

Section 1. Pursuant to Montana State law, each regular full-time employee covered by this agreement shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credit, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months. For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A. must be credited with one (1) year of employment for each period of 2,080 hours of service following the date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which they are in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

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

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

<u>Years of Employment</u>	<u>Working Days Credit</u>	<u>Working Hours Credit</u>
1 day through 10 years	15	120
10 years through 15 years	18	144
15 years through 20 years	21	168
20 years or more	24	192

Section 4. Scheduling of vacation leave will be accomplished by cooperation between the employee and the Department Head or designee. The Employer shall consider both employee's needs and the needs of the Employer when approving or

denying vacation leave requests, however, the Employer reserves the right to approve or deny all vacation leave requests.

Section 5. Accumulation of vacation leave.

- a. Pursuant to Montana State law, annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. The amount of vacation leave that exceeds the maximum amount which may be accumulated is the excess vacation leave. Excess vacation leave must be used within 90 days of the end of the calendar year. However, excess vacation leave is not forfeited if a reasonable request to take excess leave is made in writing and denied within 90 calendar days from the last day of the calendar year in which the excess was accrued. In the event that the employee requests use of excess vacation leave within the 90 day grace period and that request is denied, the employee shall be given the opportunity to use the excess vacation leave before the end of the calendar year in which the use of excess vacation leave was requested. The balance of excess leave remaining after the end of the calendar year in which a reasonable request was made shall be forfeited, effective on the first day of the subsequent calendar year.
- b. An employee who terminate their employment for reason not reflecting discredit on the employee shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in Section 2-18-611, M.C.A.
- c. However, if an employee transfers to another department or agency of the City, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving department or City agency assumes liability for vacation credits transferred with the employee.

ARTICLE 13 - SICK LEAVE

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

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

Section 3. Pursuant to Montana State law, an employee who terminates employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time they terminate their employment with the city. Where an employee transfers between departments or agencies within the City government, the employee shall not be entitled to a lump-sum payment. In such a transfer the receiving department or agency shall assume the liability for the accrued sick leave credits earned and transferred with the employee.

Section 4. Whenever the Department Head or designee, in consultation with the Human Resources Department, has reason to believe that an individual employee might be abusing sick leave, the employee using sick leave may be required to substantiate or provide documentation for this usage. In all other instances, the City retains the right to require the employee to substantiate their claim or use of sick leave any time the employee is sick more than three consecutive work days, whether or not the City suspects abuse of sick leave.

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

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

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

Section 8. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in Section 3. Abuse of sick leave includes but is not limited to misrepresentation of the actual reason for charging an absence to sick leave, which may also constitute and be just cause for both dismissal and forfeiture of the lump-sum termination payment. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline that may eventually constitute just cause for both dismissal and forfeiture of the lump-sum termination payment. Absences improperly charged to sick leave may, at the City's discretion, be charged to available compensatory time or leave without pay. Sick leave abuse may result in an employee's dismissal and forfeiture of the lump-sum termination payment.

Section 9. Any employee intending to make proper use of approved sick leave shall notify the Department Head or designee as soon as possible either prior to the commencement of each day's work shift or immediately at the start of a scheduled work shift of the employee's need to make use of sick leave.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure:

Section 1. 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.

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 verbally 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 written grievance must identify the particular provision or provisions of the contract allegedly violated, the facts upon which such alleged violation are based, and the proposed remedy for the alleged contract violation. 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 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 Sections 3-5 of this Article.

Section 2. If a grievance is not presented or advanced within the time limits set forth above, it shall be considered waived. The time limits in any step of the above grievance procedure 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.

Arbitration:

Section 3. 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.

Section 4. 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.

Section 5. 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.

ARTICLE 15 - PROBATIONARY PERIOD

All new employees shall serve a six-month probationary period. This six-month probationary period may be extended up to one year upon written notice to the employee by the Employer. 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 - NON-DISCRIMINATION

Section 1. 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.

Section 2. An employee may pursue a case of discrimination based on Union activities or Union affiliation through the contractual grievance and arbitration procedure, provided that the employee did not previously pursue the same case (involving substantially the same set of facts) through the Montana Board of Personnel Appeals. Likewise, an employee may pursue a case of discrimination based on other forms of alleged discrimination covered by applicable state or federal law, through the contractual grievance and arbitration procedure, provided that the employee did not previously pursue the same case (involving substantially the same set of facts) through the Montana Human Rights Division, the Equal Employment Opportunity Commission, the United States Department of Justice Civil Rights Division, etc.

ARTICLE 17 - 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 18 - 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 8th day of April, 2020.

FOR THE CITY:

FOR THE UNION:

By: 
John Engen (Apr 8, 2020)
John Engen, Mayor
City of Missoula

By: 
Eric Feaver (Apr 7, 2020)
Eric Feaver
MFPE President

By: 
Ben Weiss (Apr 8, 2020)
Ben Weiss, Local President

By: 
Ben Brewer (Apr 8, 2020)
Ben Brewer
Bargaining Unit Representative

ATTEST:

By: 
Martha L. Rehbein (Apr 14, 2020)
Martha L. Rehbein, City Clerk

ADDENDUM A - WAGES

I. Wage matrix for newly hired employees:

Job Title	Entry Rate	End of 6-mo Rate	Entry Rate	End of 6-mo Rate	Entry Rate	End of 6-mo Rate	Entry Rate	End of 6-mo Rate
	FY20		FY21		FY22		FY23	
Asst. Planner	22,247.4	22,803.6	\$22,914.8	\$23,487.7	\$23,602.3	\$24,192.3	\$24,310.3	\$24.92
Assoc. Planner	23,915.9	24,513.8	\$24,633.4	\$25,249.2	\$25,372.4	\$26,006.7	\$26,133.5	\$26.79
Sr. Planner	26,307.5	26,965.2	\$27,096.7	\$27,774.1	\$27,909.8	\$28,607.4	\$28,746.9	\$29.47
Historic Preservation Ofcr.	25,709.5	26,597.9	\$26,480.8	\$27,142.8	\$27,275.2	\$27,957.1	\$28,093.5	\$28.80
Program Specialist	20,693	21,210.3	\$21,313.8	\$21,846.6	\$21,953.2	\$22,502.0	\$22,611.8	\$23.18
Program Mgr (was coord)	22,247.4	22,803.6	\$22,914.8	\$23,487.7	\$23,602.3	\$24,192.3	\$24,310.3	\$24.92
GIS Analyst	23,915.9	24,513.8	\$24,633.4	\$25,249.2	\$25,372.4	\$26,006.7	\$26,133.5	\$26.79

II. FY20 (Effective July 1, 2019) Wage Rates for Eligible Employees:

Wage rates for Fiscal Year 2020 for eligible employees are set forth in Addendum B.

III. FY21- FY23 Wage Rates for Eligible Employees:

Employees who have completed their probationary periods by June 30, 2020, shall receive a five (5) percent base wage rate increase effective July 1, 2020.

Employees shall receive across-the-board wage adjustments during FY 22 and FY 23 as follows:

Effective July 1, 2021 – 3 percent

Effective July 1, 2022 – 3 percent

ADDENDUM B

Effective July 1, 2019, employees who are members of the bargaining unit at the time of ratification by both the City and Union shall receive the following base wage rates:

EMPLOYEE		NEW JOB TITLE	ADJUSTED FY20 WAGE RATES Effective 7/1/2019	FY20 WAGE RATE Effective upon completion of 6-mos probation
AUGE	KATHERINE	Program Mgr	\$22.8112	
BREWER	BENJAMIN	Assoc Planner	\$26.3433	
GLUCKIN	EMILY	Asst Planner	\$22.2474	\$22.8036
GRAY	DAVID	Assoc Planner	\$31.0691	
GRESS	JENNIFER	Assoc Planner	\$29.2510	
HOYT	MARGARET	Program Spec	\$21.2898	
MCCAFFERTY	KAITLIN	Asst Planner	\$22.2474	\$22.8036
OSENDORF	TARA	Assoc Planner	\$24.5138	
SAND	JONATHAN	Asst Planner	\$22.2474	\$22.8036
SCHERRER	EMILY	Historic Preservation Ofcr	\$26.5979	
SHEPARD	STACI	Program Spec	\$20.6930	\$21.2103
TRIPARD	CASSONDRA	Asst Planner	\$22.2474	\$22.8036
WEISS	BENJAMIN	Assoc Planner	\$26.6436	
ZAVITZ	THOMAS	Sr Planner	\$33.7312	

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MISSOULA
AND
MFPE DEVELOPMENT SERVICES DEPT. BARGAINING UNIT

This Memorandum of Understanding is entered into by and between the City of Missoula (Employer) and MFPE Development Services Department 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; and
- Schedule for program evaluation and adjustments, as necessary.

The amount of individualized performance based increases for which employees are eligible shall be negotiated by the Employer and Union.

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 December 31, 2020, to take effect no later than July 1, 2021.