

COLLECTIVE BARGAINING AGREEMENT AND WAGE SCHEDULE
BETWEEN
THE CITY OF MISSOULA
AND
TEAMSTERS LOCAL #2
REPRESENTING SEASONAL EMPLOYEES OF THE MAINTENANCE DIVISION IN THE PARKS
AND RECREATION DEPARTMENT

THE GRIEVANCE PROCEDURE ESTABLISHED IN THIS AGREEMENT
CONTAINS AN ARBITRATION PROVISION

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into by the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and the Teamsters Local #2 (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 salaries, wages, hours and other conditions of employment.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative pursuant to this agreement for all full-time and part-time seasonal maintenance employees, regardless of classification, within the City Parks and Recreation Department, but excluding seasonal clerical and intermittent staff.

ARTICLE 2
MANAGEMENT RIGHTS

Any management rights not specifically relinquished herein pursuant to the provisions of this agreement shall be retained by the Employer, and it is hereby recognized that the Employer has the authority to exercise and assert any and all management rights not expressly relinquished herein.

Management rights retained by the Employer shall include but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A. The rights established pursuant to Section 39-31-303, M.C.A. are as follows:

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

- (1) direct employees;
- (2) hire, promote, transfer, assign and retain employees;

- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and non-productive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
- (7) establish the methods and processes by which work is performed.

ARTICLE 3
UNION SECURITY

1. The statutory right of public employees to exercise their right of non-membership with labor organizations pursuant to Section 39-31-204, M.C.A. is hereby recognized, and the statutory procedures for exercising this right are hereby adopted as part of this agreement.

Any present or future seasonal maintenance or forestry division employee who is not a Union member and who does not make application for membership within thirty calendar days of commencing employment and who is not exercising his/her statutory right of non-membership on religious grounds shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union dues. Employees who fail to comply with this requirement who have not maintained membership in good standing shall be discharged by the Employer within ten working days after receipt of written notice to the Employer from the Union. The Union shall also be required to notify the Employer in writing when any affected employee has satisfied the requirements of this section.

2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Section, including but not limited to dues withholding and alleged wrongful termination claims and lawsuits.

3. Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from his pay and remit such deduction by the fifteenth (15th) day of the following month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union shall notify the Employer in writing of any change in the amount of such regular membership dues to be deducted. Such designation by an employee shall be effective until specifically revoked in writing by the individual employee. The City will agree to withhold the employees' union initiation dues over three separate paychecks

ARTICLE 4
UNION RIGHTS

1. Non-discrimination: No employee member of the Union shall be discharged or discriminated

against for upholding or asserting rights established pursuant to this Collective Bargaining Agreement.

2. Visits by Union Representatives. The Employer agrees that staff representatives of the Union shall be permitted to come on the premises of the City Parks and Recreation Department Office for the purpose of investigating and discussing grievances if the Union representative first obtains a mutually agreeable time with the City of Missoula Parks and Recreation Department Director or his/her designated representative, so long as the visit by the Union representative does not, in any way, interfere with the efficient and normal operation of the City Parks and Recreation Department work.

3. Employee Union Activities. The Employer agrees that one City employee Union steward may investigate and discuss grievances at the City of Missoula Parks and Recreation Department Office at a mutually agreeable time provided that the investigation and discussion does not, in any way, interfere with the efficient and normal operation of the City Parks and Recreation Department.

4. Employee at Bargaining Table. The Employer agrees that two City employees who are seasonal maintenance and/or forestry employees and members of the Union may have leave-with-pay during normally scheduled work hours only, to attend actual negotiating sessions with regard to collective bargaining agreements with the Employer, if the sessions occur during their regular work hours and so long as the presence of the employees at the bargaining table does not require the City to provide a substitute worker at the job site for the employees who are attending collective bargaining negotiation sessions.

5. Copies of Agreement: The Employer shall prepare and make available one (1) copy of this Agreement to the bargaining agent and one (1) copy to the Union employee shop stewards for use by the employees in the bargaining unit.

ARTICLE 5 HOURS OF WORK AND OVERTIME

1. A work week shall comprise the time period Sunday through Saturday. However, alternate work weeks may be used for individual employees in order to allow flexibility to accommodate weekend and evening shift work scheduling. Employees shall receive a five (5) working day advance notice of any change in work schedule. Forty (40) hours of work during a work week shall constitute a week's work. 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 near the middle of each half shift 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. Any travel time from and back to a work site that is taken in conjunction with a rest break shall be included as part of the time allocated for the rest break. The workday shall be interrupted near the middle of the workday to allow for a lunch break without pay.

2. Employees who work in excess of forty (40) hours in the defined work week (including eight hours for holidays) shall receive compensation for the overtime employment at the rate of one and one-half (1 1/2) times the hourly wage rate at which employed including longevity, but excluding all other special allowances, and fringe benefits. Overtime shall not be paid more than once for the same hours worked. The ninth and tenth hours in a workday scheduled in a work week of four (4) ten (10) hour days shall not be hours for which there is any requirement for or right to receive overtime compensation. Any hours worked in excess of the daily assigned work schedule shall be considered as overtime for purposes of payment under the FLSA. Scheduled overtime shall be implemented pursuant to Exhibit A.

3. Employees called back to work on a regularly scheduled day off, as well as employees called back to work on the same date that they have previously worked shall be guaranteed a minimum of three (3) hours work and a minimum of three (3) hours pay. Employees called back to work must work three (3) hours if three (3) hours of work is available in order to receive three (3) hours pay for the callback; if there is less than three (3) hours work to perform, the employee may go home after the callback work is completely performed and still receive three (3) hours pay. Call out/callback will be implemented pursuant to Appendix A.

4. Whenever it becomes necessary to assign holdover an employee(s) to work overtime, the employee(s) involved with the task shall have the first opportunity to stay on the job to complete the task, if the employee(s) is unable to remain at work, the employer shall assign employees according to ability, seniority, and whenever possible on a voluntary basis. Such overtime assignments shall be on a continuous rotating method among those employees at work who are qualified to perform the work, unless there is only one qualified employee at work, in which case that employee may be required to perform the overtime work.

This Article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. In the event there is a cutback in hours of work per day or per week, the cutback shall be handled in accordance with the layoff provisions of this Agreement.

5. Policy and Procedure for Voluntary Overtime, Callback and Call Out

Overtime work for which employees are called back to work shall be distributed as equally as possible among employees in each classification, who are qualified to do the work, with the callback overtime work first being offered to those employees qualified to perform the work who are scheduled to work their regularly scheduled shift on the day of the call back. As it becomes necessary to call back employees, the Employer shall use the Voluntary sign up list and policy as noted here:

Employees shall voluntarily sign up to fill overtime, call out and call back needs. Employees, who voluntarily sign up for call out and call back, will be required to answer their phones, should a mandate or emergency require an employee (per contract) address an issue. Employees volunteering for callout, call back, overtime and shift extension, shall be called or held over on the basis of the following:

- Skill, knowledge, ability for the task
- Seniority within classification

- Most appropriate classification for task
- Seniority (or reverse seniority) within class (among available and eligible employees)
- Per rotating list of employees (beginning with most (or least) senior)

See Exhibit A for Procedures for voluntary overtime, call out and call back, including clarification of required availability for a mandate or emergency.

6. An employee covered by this agreement may agree to accumulate compensatory time at the rate of one and one-half (1 ½) hours per hour of overtime worked in lieu of drawing overtime wages for overtime work, as long as the compensatory time is used within one hundred and eighty (180) days from the date the compensatory time is earned. (Clarification: Employees may choose compensatory time or overtime or a combination of overtime and compensatory time.) Any compensatory time not used within this time frame shall be assigned time off during the next pay period or will be paid out at the time that the employee is laid off for the season. All compensatory time must be pre-approved by the department head or designee.

ARTICLE 6 LEGAL HOLIDAYS

1. The following are legal holidays in the State of Montana and are hereby recognized as legal holidays for the City Parks and Recreation Department employees represented pursuant to this Agreement.

Employees shall be granted a day off with pay for each of the following holidays as established pursuant to Montana state law in Section 1-1-216, M.C.A. as revised effective October 1, 1991 if the employee is in an active pay status as outlined below:

- a. New Year's Day, January 1;
- b. Martin's Luther King Day, the third Monday in January;
- c. President's Day (Lincoln's and Washington's Birthdays), the third Monday in February;
- d. Memorial Day, the last Monday in May;
- e. Independence Day, July 4;
- f. Labor Day, the first Monday in September;
- g. Columbus Day, the second Monday in October;
- h. Veterans' Day, November 11;
- i. Thanksgiving Day, the fourth Thursday in November;
- j. Christmas Day, December 25;
- k. State general election day;
- l. Any day declared a national legal holiday for all governmental subdivisions within the entire nation by the President of the United States; any day declared a state legal holiday for all state and local government political subdivisions by the Governor of the State of Montana; any day declared a legal holiday for all city government employees by the Mayor of the City of Missoula.

2. Employees who are normally scheduled to work the holiday will be paid at straight time and will have eight (8) hours put in their personal leave bank. Holiday leave scheduled at a time other than the holiday requires mutual agreement between the affected employee and the department head or designee. If mutual agreement cannot be met the affected employee may choose to be paid eight(8) hours of holiday pay, provided the employee worked eight (8) hours, otherwise the pay will be consistent with the number of hours the employee worked.

3. An employee shall be eligible for holiday pay if the employee is on the active payroll of the City and if the employee is in a pay status on his last regularly scheduled working day immediately before the holiday or his first regularly scheduled working day immediately after the holiday provided the day is not the employee's original hire date. If the employee is not on active payroll, he/she will not be eligible for holiday pay. Part-time employees shall be granted holidays on a prorated basis provided they normally work at least twenty (20) hours per work week.

4. Paid sick leave or paid vacation leave taken over a legal holiday will not be charged against the employee's accumulated sick or vacation leave for the legal holiday.

5. Employees eligible for holiday pay shall receive eight (8) hours pay at their regular straight hourly rate of pay. This applies during four (4) day, ten (10) hour work week schedules. In order for an employee to receive ten (10) hours of pay for a legal holiday day off during a four (4) day, ten (10) hour work schedule, two (2) hours shall be deducted from accumulated vacation time in addition to the eight (8) hours of legal holiday pay.

ARTICLE 7 VACATIONS

1. Pursuant to Montana State law, each seasonal 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 payroll period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611, M.C.A. must be credited with 1 year of employment for each period of 2,080 hours of service following the date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he/she is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period.

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

3. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the City whether the employment is continuous or not. A working day equals eight (8) hours for the purpose of accumulating

vacation leave credits.

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

4. 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.) 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.

5. Scheduling Vacation Time shall take place as follows:

- a. For high demand vacation periods, an annual calendar shall be posted on or before the first working day of July. Due to snow removal mandates, the high demand period is defined as November 15th to March 14th. Employees will have thirty (30) days to record their vacation request. Vacation requests for the high demand period that are received following the thirty (30) day recording period will be handled on a “first come, first served” basis.
- b. For vacation request outside of the high demand vacation periods, an employee may make application directly to the division manager on a “first come, first served”

basis. Vacation requests may be made up to fifteen (15) months in advance of the requested vacation date.

c. The following Seniority shall apply to both “a” and “b” above: If more than one (1) employee requests a particular period of time for his/her vacation and if, in the opinion of the Employer, only one (1) employee can be released during this period of time the most senior employee shall be provided the time off. Such seniority rights on establishing a vacation date would be honored should there be a conflicting date; therefore an employee’s choice of first vacation shall have precedent over a more senior employee’s second vacation selection and a second vacation selection priority over a senior employee’s third vacation selection.

6. Other. It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of this Article.

ARTICLE 8 SICK LEAVE

1. Pursuant to Montana State law, each seasonal 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.

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

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 he/she terminates his/her employment with the city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment therefore shall be the responsibility of the City wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between departments or agencies within the City government he/she 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 after July 1, 1971, and transferred with the employee.

4. Whenever the City Human Resources Office or the Director of the Parks and Recreation Department has reason to believe that an individual employee might be abusing sick leave, they may request the employee claiming or using sick leave to substantiate this claim or use in the same manner

required by the City personnel policy for employees. In all other instances, the City retains the right to require the employee to substantiate their claim or use of sick leave any time the employee is sick more than three consecutive work days, whether or not the City suspects an abuse of sick leave.

5. Parks and Recreation Department 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 five (5) days if necessary and has prior approval from the Parks and Recreation Director. The immediate family shall mean the employee's spouse and any member of the employee's household or any parent, child, grandparent, grandchild, corresponding in-law, or any similarly placed step relatives approved by Department Head or his/her designee.

6. 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.

7. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. Abuse of sick leave includes but is not limited to misrepresentation of the actual reason for charging an absence to sick leave, which may also constitute and be just cause for both dismissal and forfeiture of the lump-sum termination payment. Absences improperly charged to sick leave may, at the Employer's (City's) discretion, be charged to available compensatory time or leave without pay. Sick leave abuse may result in an employee's dismissal and forfeiture of the lump-sum termination payment.

8. Any Parks and Recreation Department employee intending to make proper use of approved sick leave shall notify the Parks and Recreation Department Director or his/her designated representative as soon as possible either prior to the commencement of each day's work shift or immediately at the start of a scheduled work shift of the employee's need to make use of sick leave.

ARTICLE 9 OTHER LEAVES

1. Military Leave. Pursuant to Montana State law, any City Parks and Recreation Department employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six (6) months shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave shall not be charged against the employee's annual vacation time.

2. Jury Duty. Pursuant to Montana State law, each City Parks and Recreation Department employee who is under proper summons as a juror shall collect all fees and allowances payable as a

result of the service and forward the fees to the City accounting office. Juror fees shall be applied against the amount due the employee from his/her employer. However, if an employee elects to charge his/her juror time off against his/her annual leave, he/she shall not be required to remit his/her juror's fees to his/her employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowance paid him/her by the court.

3. Serving as a witness. Pursuant to Montana State law, a City Parks and Recreation Department employee subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the accounting office. Witness fees shall be applied against the amount due the employee from his/her employer. However, if an employee elects to charge his/her witness fees off against his/her annual leave, he/she shall not be required to remit his/her witness fees to his/her employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowances paid him/her by the Court.

4. Leave of absence without pay to hold public office.

- a. In the event a City Parks and Recreation Department employee is elected or appointed to a public office in the City, County, or State, the City shall grant such employee a leave of absence without pay, not to exceed one hundred eighty (180) days per year, while they are performing public service. The employee must request in advance and in writing the aforementioned leave of absence without pay.
- b. Employees granted a leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified by a licensed physician.

5. Family and Medical Leave. Family and Medical Leave is paid or unpaid leave available to eligible employees. Employees are eligible for coverage under the FMLA if they have worked for a covered employer for at least one (1) year and for 1,250 hours over the previous twelve (12) month period to use for the following purposes:

1. to care for the employee's child after birth, or placement for adoption or foster care;
2. to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
3. for a serious health condition that makes the employee unable to perform the employee's job.

To request family and medical leave, the employee must:

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

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

6. Leave without pay. Leave without pay that is not for disability or other statutory authorizations and is in excess of one month shall be granted only with the approval of the employee's department head and the Mayor or his/her designee.

a. While an employee is on leave without pay or on suspension, no vacation or sick leave credits accrue and service time for retirement will be adjusted accordingly.

b. While an employee is on leave without pay or on suspension the City's payment of health, dental and life insurance premiums stop.

c. Employees on authorized leave without pay may make arrangements with the Finance Office to personally pay health, life and dental premiums.

d. Department/division heads may authorize leave without pay for employees for up to 90 days in addition to any sick and vacation time for care of a newborn child or adopted child.

ARTICLE 10 SENIORITY

For the purpose of this agreement, seniority means an employee's length of service as a seasonal employee with the Parks and Recreation Department and shall be computed from the date the employee began seasonal service in the department.

1. An employee must work at least 960 hours, including regular hours and approved paid leave hours in a season, to be credited with a season of seniority as well as a year for longevity calculation purposes, regardless of the employee's scheduled season. Hours worked in excess of 960 in a season do not accumulate toward seniority.

2. A "temporary promotion" is defined as a promotion to a position outside of this bargaining unit due to a position vacancy within the Parks and Recreation Department. A bargaining unit member temporarily promoted to such a position may continue to earn bargaining unit seniority for up to six (6) continuous months. Any time served in this temporary capacity outside of this bargaining unit after six (6) continuous months shall not be allowed to count toward earned bargaining unit seniority. In the event the employee receives the temporary position on a regular 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 position.

3. "Interim" promotions and/or transfers within bargaining unit positions will be considered trial

periods and up to three months of a trial period shall be recognized toward fulfillment of an employees 6 month probationary period under the following circumstances - *(NOTE, the following information is provided to guide the implementation of the Trial Period (first adopted in FY15). A trial period may be up to 6 months and may be extended. During a trial period the employee will not lose their position (unless actions or inactions per policy or law require progressive discipline). An employee who is not successful during their trial period will return to their original or a similar position. Up to 3 months of a successful trial period will be recognized toward fulfillment of the standard 6 month probationary period if that trial period was completed for the same position the employee is ultimately selected to fill permanently. For example, Maintenance Worker is selected as interim Maintenance Technician Assistant (MTA) for Conservation Lands and then later when the permanent position is filled, that same employee is selected for the permanent position of MTA for Conservation Lands. This policy does not remove or reduce management's right to extend a probationary period by an additional 3 months when appropriate.)*

4. To be absent from the job due to involuntary active military leave will not affect seniority with respect to the time the employee was normally scheduled to work. Such time spent in military service will count towards seniority;

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

ARTICLE 11 LAYOFFS

1. If due to shortage of work or funds during a period of seasonal employment or change in the organization, it becomes necessary to lay off any employees, the department head will determine the number of employees to be laid off based on (1) the skills and abilities required to maintain the essential services of the department and (2) seniority. Recall shall be in order of last off, first on, except in the situation where all employees are being reinstated, in which case employees will be reinstated according to their seasonal schedules prior to the layoff.

2. This procedure does not apply to the normal seasonal nature of the work performed by members of the bargaining unit in which members are laid off at the completion of the season and recalled based on funding availability and position requirements.

3. Any regular status seasonal employee who has completed his/her probationary period with the City shall be considered as an in-house applicant for the purpose of applying for City positions that may be advertised during the seasonal employee's term of layoff.

4. Each seasonal employee shall receive a letter or a copy of their status form which shall include the employee's projected lay-off date assuming there are no lay-offs due to budget reduction, emergencies and/or weather conditions. If the actual lay-off date is later than the projected lay-off date that was stated in their letter or on their status form, the employee will have the option of accepting or rejecting the additional work and shall receive no less than 5 working days advanced notice of the new effective date of the lay-off.

ARTICLE 12
SUSPENSION AND DISCHARGE

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

2. Disciplinary action will be administered in accordance with the Personnel Policy Manual within ten (10) working days of the occurrence of the incident, or within ten (10) working days of the Director and/or the Operations Manager learning of the incident. Parties may mutually agree to extend the time period.

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

ARTICLE 13
DISCRIMINATION

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

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

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

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

ARTICLE 14
GRIEVANCE AND ARBITRATION 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. A request for a time extension will not be unreasonably withheld.

Step 1. Within five (5) working days of the occurrence of the grievance an employee with a grievance shall discuss their 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 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 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 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 five (5) 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 five (5) 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 five (5) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within 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
SPECIAL PROVISIONS

1. The Employer agrees to provide each employee with the following safety items:

- (1) Hard hat;
- (2) Gloves for all seasons
- (3) APPROVED OSHA approved safety vest;
- (4) APPROVED OSHA Ear and hearing protectors;
- (5) Goggles or non-prescription safety eye protection;
- (6) OSHA required respirators/nose and mouth masks; and
- (7) Rain gear (jacket and pants)

2. The Employer will issue the following work-related clothing items to each employee every fiscal year as needed and determined by the Employer and the Employee Committee. In FY16, a clothing allowance of \$275.00 per employee will be available for Park and Recreation logo wear (including Fort Missoula Regional Park specific logo wear) and additional items listed below. Clothing allowance will increase \$5.00 per year for each following year of the Agreement. Employees will receive their clothing allowance on a prorated basis per months remaining in the fiscal year, but will not receive less than \$100.00 as long as employee is assigned to work on or before June 20 of any fiscal year.

- (1) logo shirts;
- (2) logo jacket and/or vest;
- (3) logo caps or hats;

After the above three clothing areas are adequately addressed to the satisfaction of Parks' administration, any remaining money for each employee may be utilized toward the following clothing items reimbursable through receipt and/or pre-approved purchase order. Members are responsible for assuring they do not over expend their allowance, but in the occasion of an over expenditure of a Fiscal Year clothing allowance, the amount over expended will be deducted from the following fiscal year total.

- (1) cold weather garments such as, overalls, long/warm under garments, gloves and hats
- (2) closed toe work boots (OSHA APPROVED for task) or shoes and ice cleats
- (3) contribution toward prescription safety glasses
- (4) pants (Items that will be approved include denim jeans, Carhartt's and other pre-approved types and styles.)
- (5) Upgrades to Department issued safety items and PPE, as long as such upgrade meets OSHA and Department requirements, are pre-approved, and are not also being paid through medical flex plan, health plan, or other City funds.

3. Neither City tools nor City property shall be used for the purpose of working on or cleaning an employees private motor vehicle or any one else's private motor vehicle or for any other private projects.

4. City tools, City Parks' maintenance equipment and City vehicles shall not be used by Parks and Recreation Department employees for any personal, private use.

5. CDL (Commercial Driver's Licenses) requirements: Individuals filling the positions of Arborist Technician Assistant (ATA) are required to obtain and maintain a valid Montana issued, Class B Commercial Drivers' License (CDL). A newly hired ATA filling one of the aforementioned positions shall have a maximum of 60 days to obtain the required CDL. The employee will pay the initial cost of his/her required CDL license. Employees must maintain local, state and federal regulations required per the CDL license. The Employer will reimburse employees in the noted positions up to \$90 (or City-Provider negotiated rate) for a CDL physical once every two years plus the difference between their MT Class D and the required Commercial Driver's License upon renewal and submittal of a receipt. Up to two (2) additional Montana issued, Class B Commercial Drivers' License (CDL) may be required. The City will pay ten (\$10.00) dollars per month as long as CDL is maintained and valid, plus the reimbursable costs noted above.

6. The City will continue to offer training for any areas deemed appropriate by the department, however training in an area that requires current certification does not guarantee certification pay in that area. Arborist Workers required to obtain and maintain a certification listed below shall be eligible to receive certification pay. Certifications must be authorized and in writing for an employee to be eligible to receive pay. The following certifications are eligible for \$20.00 per person per month, but does not include certification pay for pre-requisite certifications, such as CPR, First Aid (this is not an all inclusive list) necessary to obtain the final certification. Required certification shall be confirmed in writing and will be in the following areas: up to two (2) Pesticide/Herbicide Applicators, up to three (3) Play Ground Inspection Certifications; up to one (1) Back Flow Prevention Certification and up to three (3) Electrical Hazards Awareness Program (EHAP), up to two (2) International Society of Arborists (ISA).

ARTICLE 16 SAFETY

The City shall furnish a place of employment which is safe for employees therein and shall furnish and use and require the use of such safety devices and safeguards and shall adopt and use such practices, means, methods, operations and processes, as are reasonably adequate to render the place of employment safe and shall do every other thing reasonably necessary to protect the life and safety of employees.

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

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

ARTICLE 17
STRIKES AND LOCKOUTS

1. The Union agrees that there shall be no concerted activities, such as work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement during the term of this Agreement. In the event of any unauthorized or illegal work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement, the Union agrees that it will join with the Employer in requiring its members to return to work immediately.

2. The Employer agrees that it will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union provided that the employees covered by this Agreement do not engage in any unauthorized or illegal work interruptions, slowdowns, work stoppages or strikes by the Parks and Recreation Department employees covered by this Agreement during the term of this Agreement.

ARTICLE 18
LIFE, HEALTH, AND DENTAL INSURANCE

For eligible employees, the Employer agrees to contribute toward the cost of the self-insured benefit plan premium. Eligibility for health insurance coverage is determined by the City's Health Plan Document.

Insurance shall become effective on the first day of the month following sixty days of continuous employment. Seasonal employees who elect to enroll in the City's Health Benefit Plan shall agree at the time of enrollment, to pay contributions for coverage for the twelve month period following his or her enrollment date, from payroll deductions made during pay periods occurring while actively employed during that twelve month period.

The Employer agrees to work with the Union on premium and benefit issues through the Employee Benefit Committee (EBC). In the event that a premium contribution adjustment or benefit restructuring is deemed necessary and adopted by the City Council, the Union will agree to the changes. As part of the prior, FY15 Agreement, the City has included the following regarding seasonal and part time health benefits:

Year 08 City contributes 60% of premium costs paid by employee
Year 10 City contributes 70% of premium costs paid by employee
Year 12 City contributes 80% of premium costs paid by employee
Year 14 City contributes 90% of premium costs paid by employee
Year 16 City contributes 100% of premium costs paid by employee

Enrollment dates for eligible employees are effective with return to work in 2016.

ARTICLE 19
WAGE SCALES

The classifications and wage rates for employees covered by this Agreement are listed below:

<u>Title/Classification</u>	FY16	FY17	FY18	FY19
Maintenance Technician and Arborist Technician Assistants	\$16.95	\$17.29	\$17.74	\$18.19
Maintenance Workers	\$14.35	\$14.64	\$15.18	\$15.72

Increase for FY16 retroactive to July 1, 2015. Retro pay will be in a separate check.

In addition to the wage, longevity for seasonal employees shall be paid at the rate of \$4.00 per month for each full year of continuous employment.

ARTICLE 20
PROVISIONS TO CONTINUE IN EFFECT

In the event the term of this contract expires without the parties reaching agreement on an amended collective bargaining agreement, all of the provisions of this Agreement shall remain in full force and effect during the intervening period until an amended collective bargaining agreement is agreed to by the parties.

It is mutually understood and agreed that the Union shall have the right to engage in concerted activities after the expiration of the effective date of this Agreement, and that the Employer shall have the right to lock out any employee after the expiration of the effective date of this Agreement. Further, it is recognized that if the employees go on strike after the expiration of this Agreement, the Employer has the right to hire replacements for any striking employees. The Union's right to engage in concerted activities shall be limited to activities that pertain to hours, wages, or conditions of employment involving the employees covered by this Agreement.

ARTICLE 21
SEVERABILITY OR SAVINGS PROVISION

If any section, subdivision, paragraph, sentence, clause, phrase, or other provision of this Agreement is ever declared by a court of record to be unlawful, unenforceable, or not in accordance with applicable federal or state laws, all other sections, subdivisions, paragraphs, sentences, clauses, phrases, and other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 22
AGREEMENT TO BE EFFECTIVE AS IS FOR ITS DURATION

The City and the Union may mutually agree to open the contract for any item in the Articles within the Collective Bargaining agreement during the term of the agreement. Unless there has been mutual

agreement to open an Article the City and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this Agreement to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even though such subjects or matter was proposed and later withdrawn.

ARTICLE 23
TERM OF AGREEMENT

The terms of this Agreement is for four years, July 1, 2015 through June 30, 2019. The Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals this day of _____, 2016.

FOR THE TEAMSTERS UNION:

FOR THE CITY OF MISSOULA:

Shawn Fontaine
Teamsters Local #2

John Engen
Mayor

Marie Anderson
Bargaining Team Member

Dale Bickell
Chief Administrative Officer

ATTEST:

Martha Rehbein, City Clerk