

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 400
AND
THE CITY OF MISSOULA

THIS COLLECTIVE BARGAINING AGREEMENT, made and entered into this ____ day of _____, 2016, by the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 400 (hereinafter referred to as the "Union") and the CITY OF MISSOULA (hereinafter referred to as the "Employer"), has as its purpose the promotion of harmonious relations between the Union and the Employer; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1-RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for the City of Missoula Waste Water Division employees, but excluding the Superintendent, Lab Supervisors, Laboratory Technicians, Treatment Operators, clerical, work study or student Intern employees, seasonal employees, temporary or intermittent employees, or statutorily excluded employees, i.e., "management officials," "supervisory" or "confidential employees" under 39-31-103(9)(b). Any disputes over bargaining unit inclusions or exclusions shall be adjudicated by the Montana Board of Personnel Appeals.

ARTICLE 2-MANAGEMENT RIGHTS

Any management rights not specifically relinquished herein shall be retained by the Employer. 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 be 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;
- (7) establish the methods and processes by which work is performed.

ARTICLE 3-UNION SECURITY

Section 1 The Employer agrees that, except as provided pursuant to Section 39-31-204, M.C.A., pertaining to an employee's right of non-association with a labor organization on religious grounds, any present or future employee who is not a Union member, and who does not make application for membership 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 dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) working days after receipt of written notice of nonpayment to the Employer from the Union. Temporary employees shall join the Union if employed for more than forty-five (45) calendar days to temporarily fill in for a bargaining unit employee who is unable to be at work.

Section 2 Upon receipt of a written authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of such employee from the employee's pay and remit such deduction during the following month to the Union's office at International Union of Operating Engineers, P.O. Box 5929, Helena, MT 59604-5929. 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 at any time by the individual employee. A copy of the cancellation shall immediately be sent to the Union's office in Helena, MT and will be considered effective thirty (30) days after receipt, unless otherwise withdrawn.

Section 3 The Union agrees to indemnify, and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 4-UNION RIGHTS

Section 1 No employee member of the Union shall be discharged or discriminated against for upholding or asserting rights established pursuant to this Collective Bargaining Agreement.

Section 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 Wastewater Division facility for the purpose of investigating and discussing grievances if the Union representative first obtains a mutually agreeable time with the City of Missoula Wastewater Division Superintendent 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 Wastewater Division's facilities and does not last any longer than one-half (1/2) hour on any individual work day.

Section 3 Employee Union activities. The Employer agrees that one City employee Union steward may investigate and discuss grievances at the City of Missoula Wastewater Division facility provided that the investigation and discussion does not, in any way, interfere with the efficient and normal operation of the Wastewater Division's facilities and does not last any longer than fifteen (15) minutes on any given individual workday.

Section 4 Employee at bargaining table. The Employer agrees that two City employees who are members of the Union may have leave-with-pay to attend actual negotiating sessions with regard to collective bargaining agreements with the Employer, so long as the presence of the employee at the bargaining table does not require the City to provide a substitute worker at the job site for the employee who is attending collective bargaining negotiation sessions.

Section 5 Solicitation. The Union agrees that, except as set forth herein the Union members shall not solicit membership in the Union activities during working hours.

Section 6 The Union shall be granted space on bulletin boards provided by the Employer, in order to post Union material.

Section 7 Employees shall have the right to inspect their personnel files with Employer's Human Resources Department employees and shall be provided a copy of any material in their personnel files upon request. The first time that a request is made for a copy of a particular item in the employee's personnel file, the copy shall be made at City expense, if any additional copies are ever made of that item the employee shall pay the City the copying rate then in effect for those additional copies.

Section 8 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 steward for use by the employees in the bargaining unit.

ARTICLE 5-HOURS OF WORK AND OVERTIME

Section 1 A workweek shall comprise the time period Sunday through Saturday. However, alternate workweeks such as Wednesday through Tuesday may be used for individual employees in order to allow flexibility to accommodate weekend and evening shift work scheduling. 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 day's work, except that in a work week of four days, ten hours of work in a day without overtime shall constitute a day's work. Work may be interrupted near the middle of the workday to allow for a one-half (1/2) hour lunch break without pay. Forty (40) hours of work during a workweek shall constitute a week's work. Statutory legal holiday pay shall only be for eight hours per legal holiday. Anyone working a four day, ten hour work day must use two hours of vacation in order to earn ten hours pay for a legal holiday pay day of ten hours.

Section 2 Employees employed for a work week longer than forty (40) hours or for a time period during a specific workday that is in excess of a day's work as defined herein 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, or the employee may elect to take compensatory time in lieu of pay at the rate of one and one-half (1 1/2) hours for every overtime hour worked and fringe benefits. Accumulated compensatory time must be used within 180 days. Overtime will not be paid more than once for the same hours worked. Compensatory time not used within 180 days shall be purchased by the City (Employer) at the rate of one and ½ times the hourly rate of the employee. The City (Employer) reserves the right at its discretion to pay out unused compensatory time prior to the end of each fiscal year.

Section 3 Wastewater Division employees shall report for work each scheduled workday unless otherwise notified by the Employer. The Employer reserves the right to reschedule to a later shift during the same calendar day an employee who appears for a scheduled work shift. In such event the employee who arrived for a scheduled shift shall receive two hours of call back pay at straight time

Section 4 Employees called back to work on a regularly scheduled day off shall be guaranteed a minimum of three (3) hours pay. Employees called back to work on the same day that they have previously completed a day's work shall be guaranteed a minimum of two (2) hours' work and a minimum of two (2) hours' pay.

Employees called in early for work within two (2) hours of the commencement of their regularly scheduled shift may be required to continue working on into their regularly scheduled shift and shall receive overtime for any hours of work in excess of eight (8) hours during the workday. All call-back pay shall be paid at the overtime rate of pay.

Section 5 Whenever it becomes necessary to assign employees to remain at work to work overtime or when it becomes necessary to call back employees, the Employer shall assign employees according to ability to perform work, availability, and whenever possible on a voluntary basis. Overtime assignments will be distributed as equally as possible among those employees at work who are qualified to perform the work.

In order to have employees available to respond to and work needed outside of regular scheduled shifts, the Division shall establish a rotating stand-by list of qualified employees to respond to the call out. Employees shall be assigned to the list according to ability and seniority on a "volunteer first" basis. Employees actually placed in stand-by status shall be compensated at the rate of one dollar and thirty cents (\$1.30) per hour for each twenty-four hour period of the weekend, retroactive to July 1, 2015.

- a.) The City agrees to use a non-mandatory standby/call out process and the Union agrees that if the process does not work, as determined by the Employer, the Employer may implement a mandatory standby/call out process. Furthermore, the Union agrees that Employer decisions establishing the guidelines and implementing a mandatory standby/call out process, if the guidelines are not adhered to as determined by the Employer, shall not be grievable, pursuant to the grievance process and procedures set forth in this collective bargaining agreement. The Employer will establish reasonable guidelines for determining the adequacy of the non-mandatory standby/callout process in consultation with the Union.

Section 6 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.

Section 7 The Employer shall provide employees ten (10) calendar days notice of shift changes, except by mutual agreement of Employer and employee or in extraordinary circumstances. The City will also provide an explanation of the reasons for the shift change.

Section 8 Whenever an employee works more than two hours beyond his/her scheduled shift, the City shall reimburse those employees for food and beverages purchased up to \$20.00. The City shall make every attempt to provide a meal break for employees working more than two hours beyond her/his scheduled shift. If the employees are unable to take a meal break the City shall reimburse those employees for food and beverages purchased before the end of the next working day up to \$20.00. Management may opt to have food and beverages delivered to the job site at no cost to the employees under certain conditions.

ARTICLE 6-LEGAL HOLIDAYS

Section 1 The following are legal holidays in the State of Montana and are hereby recognized as legal holidays for the City Wastewater Division employees. Employees shall be granted a day off with regular pay for each of the following holidays:

- (1) New Year's Day, January 1
- (2) Martin Luther King, Jr. 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, in year's when state and national elections are conducted statewide
- (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 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.

Section 2 Employees who are required to work on a legal holiday shall be compensated at their regular straight time hourly rate of pay and shall be eligible for a different day off with pay within a reasonable time period of the actual legal holiday.

Section 3 An employee shall be eligible for holiday pay if the employee is on the active payroll of the City and if the employee has worked his/her full regularly scheduled workday before or after the legal holiday unless (s)he is excused by the City Wastewater Division Superintendent authorizing vacation leave or the employee is sick.

Section 4 Holidays, including those allowed in lieu of the actual holidays occurring while an employee is on a paid sick leave or a paid vacation shall be earned by the employee and not charged as sick leave or vacation.

ARTICLE 7-VACATIONS

Section 1 Each regular full-time employee 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.

Section 2 An employee may maintain (warehouse) 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. All requests for use of vacation time off must be made using the request for leave form designated by the Employer. Use of vacation time is subject to approval by the Employer.

<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 on up	24	192

Section 4 Scheduling of vacations shall take place as follows: An annual vacation calendar shall be posted the first working day of January. Employees shall be given sixty (60) days to record their vacation request. 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 that time off. Such seniority rights on establishing a vacation period can only be implemented by an employee on one occasion and the next most senior employee's 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. Vacation requests that are recorded following the sixty (60) day recording period will be handled on a "first come, first serve" basis, with the approval of the Employer.

Section 5 Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 6 Accumulation of vacation leave.

- (1) 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. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

- (2) An employee who terminates his/her 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.
- (3) 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.

Section 7 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

Section 1 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.

An employee may use sick leave credits for:

- (a) illness;
- (b) injury;
- (c) medical disability;
- (d) maternity-related disability, including prenatal care, birth, miscarriage, abortion, or other medical care for either employee or child;
- (e) quarantine resulting from exposure to contagious disease;
- (f) medical, dental or eye examination or treatment;
- (g) necessary care of or attendance to an immediate family member, or at the employer's discretion, another relative, for the above reasons until other attendance can reasonably be obtained; and
- (h) death or funeral attendance for an immediate family member or, at the employer's discretion, for another person.

Section 2 An employee may not accrue sick leave credits while in a leave-without-pay status.

Section 3 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 state, county, or city.

Section 4 Whenever the Human Resources Department, Wastewater Division Superintendent and Public Works Director have reason to believe that an individual employee might be abusing sick leave, they may request the employee claiming or using sick leave to substantiate their claim.

Section 5 Wastewater Division employees may use accumulated sick leave for a serious affliction of one of the employee's immediate family requiring the employee's presence; for attending the funeral of one of the employee's immediate family; as well as for their own personal illnesses. The immediate family shall consist of spouse, children, parents, brother, sister, grandparents or relative in a like degree of the employee's spouse, or who has been a permanent member of the employee's household.

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 section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 8 Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline.

Section 9 Any Wastewater Division employee intending to make proper use of approved sick leave shall notify the Wastewater Division Superintendent as soon as possible of the employee's need to make use of sick leave.

In all instances the employee making proper use of approved sick leave shall notify the Wastewater Division Superintendent or his/her designated representative by the beginning of the work shift on the day sick leave is intended to be requested, except in those instances where the employee becomes sick after the beginning of the work shift. Whenever an employee becomes sick after the beginning of the work shift, the employee shall have the responsibility to notify the Employer as soon as possible of his/her intent to use sick leave. Documentation of use of sick leave must be made in writing using the request for leave form designated by the Employer. Documentation must take place prior to the use of sick leave or as soon as possible upon return to work in the event of unplanned illness or injury.

Section 10 In the event that an employee on annual vacation leave becomes ill and the illness results in a delay in the commencement of a vacation or the cancellation of either a portion of or the remaining days of the scheduled vacation, if the employee's immediately notifies the Wastewater Division Superintendent of the circumstances causing either the delay in the commencement of their vacation, or in the cancellation of either a portion of or the remaining days of the vacation, then the employee shall be afforded the right to use sick leave rather than vacation leave for the days affected upon furnishing the Employer with acceptable medical certification of illness if requested by the Wastewater Division Superintendent.

Section 11 There shall be no limit to the amount of sick leave accumulation during the course of an employee's service to the City.

Section 12 Employees requesting leave other than sick leave must first use:
(1) any accumulated holiday time before using any accumulated compensatory time, and
(2) any accumulated compensatory time before using vacation time off.

ARTICLE 9-OTHER LEAVES

Section 1 Military Leave. Any City Wastewater Division 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.

Section 2 Jury Duty. Each City Wastewater Division 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 Finance/Treasurer's 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.

Section 3 Serving as a witness. A City Wastewater Division employee subpoenaed as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the City Finance/Treasurer's 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.

Section 4 Leave of Absence Without Pay to Hold Public Office.

(1) In the event a City Wastewater Division 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) calendar 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.

(2) Employees granted a leave shall make arrangements to return to work within ten (10) calendar 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.

Section 5 Family leave. Family leave of up to 90 calendar days may be used for the purpose of birth or adoption of a child, serious illness or injury of a child, spouse or parent, or serious personal illness or injury, to tend to a family member that has been called to active duty and is facing a qualifying exigency, or may take up to twenty-six (26) weeks to care for a family member that has been injured in the line of duty while serving in active duty with the military. Family leave time up to 90 calendar days shall be offered in accordance with the procedures described in Section 06-09 (Family and Medical Leave) in the City Personnel Policy Manual.

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

Section 6 Leave without pay. Leave without pay shall be as agreed to and authorized by the City of Missoula Wastewater Division Superintendent. During a leave without pay status, no vacation or sick leave or service time for retirement will accrue. Longevity and seniority do not accumulate in a leave without pay status. City payment of health and dental insurance premiums continue only for the remainder of the month in which the leave without pay status commences.

Requests for leaves without pay for time periods in excess of ninety (90) consecutive days shall be submitted to both the Mayor and his/her designee and the Wastewater Division Superintendent and must be approved by both before any leave without pay can be taken.

Section 7 Education Leave. Education leave shall mean employees attending job related courses at an accredited vocational or post-secondary educational institution for up to eight (8) credit hours per academic year.

- A. Education leave with pay may be granted to any employee, with the department head's approval, after 6 months of continuous employment.
- B. The department head shall forward a notice of the education leave to the Human Resources Office and to the Mayor (or his/her designee) outlining the length of the leave, person(s) involved, and approximate cost to the City.
- C. Employees on education leave will report back to work for the balance(s) of their working day after scheduled classes is/are over and within a reasonable time allowed for travel.

If class times are other than the employee's scheduled working hours, there will be no time off with pay.

- D. The City, upon receiving evidence of satisfactory completion of approved job related courses, will reimburse the employee for tuition and books for up to \$500.00 per fiscal year.

Reimbursement of funds to the employee may be subject to City budget constraints.

Individual employees are encouraged to submit proposals for reimbursable educational and training

courses to the wastewater division administration pursuant to the City's educational reimbursement policy. Such requests should be made during the first ninety (90) calendar days of each calendar year in order to allow wastewater division administration an opportunity to include such requests in the budget for the new fiscal year.

By September 1st, the administration shall notify each employee who submits a request for funds for reimbursable education and training courses of his/her acceptance, or the reasons for denial. Notification shall be in writing.

ARTICLE 10-SENIORITY

Seniority means an employee's length of continuous service with his/her department and shall be computed from the date the employee began continuous service in the department.

(1) To be absent from the job due to layoffs will be considered lost time for the purpose of seniority; however, previous service upon reemployment shall count toward seniority;

(2) To be absent from the job due to a leave of absence without pay will be considered lost time for the accrual of seniority; however, previous service upon reemployment is counted toward seniority;

(3) To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count toward seniority;

(4) An employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharge for justifiable cause and retirement;

(5) The Employer shall post a seniority roster on the effective date of this Agreement and on January 1 of each year thereafter. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made;

(6) Absences due to injury in the line of duty for a time period up to one (1) year shall be considered as time worked for the purposes of accruing seniority.

ARTICLE 11-VACANCIES AND PROMOTIONS

Section 1 Whenever a newly created or vacant position is to be filled, the Employer shall post such an opening notice. The posting shall be in a place normally used to post employee oriented material, and shall include:

- (1) classification of open position;
- (2) pay for the position;
- (3) deadline for accepting applications;
- (4) minimum qualifications necessary to be eligible for the position.

Section 2 Current regular full time or regular part time Wastewater Division employees will have the first opportunity to apply for vacant and new positions within the bargaining unit. The City will advertise for outside applicants to fill a vacant or new position only when city management determines that no internal applicant possesses the qualifications desired of the individual needed to fill the vacancy or new position.

Whenever two or more internal applicants apply for an opening and where qualifications and

work experience for the position are substantially similar; and the applicant has the physical ability to perform the essential tasks of the position, seniority shall be the determining factor in awarding a position to an internal applicant. This provision shall not apply to probationary employees. Upon promotion, an internal applicant may serve a six (6) month probationary period for the position. Any time during this six-month period management may, by request of the employee, or for cause, return this employee to his/her original position at his/her previous rate of pay.

Employees in a training or cross-training position will be allowed to return to their old position after the training is completed.

Section 3 All job openings shall be posted for at least seven (7) calendar days before being filled.

Section 4

(1) An employee who is involuntarily transferred shall receive compensation which is equal to or greater than the compensation received in his/her previous position. An involuntary transfer does not include a situation where an employee bumps another employee as a result of employment reassignment or layoffs within the department, or where an employee was promoted and then returned to his/her previous position because of inability to satisfactorily perform job duties and responsibilities in the promoted position or the employee requests a transfer back to his/her position.

(2) An employee who is bumped into another position by another employee shall not be entitled to compensation which is equal to the compensation received in his/her previous employment position unless the position the employee is bumped into is compensated at the identical wage level.

ARTICLE 12-GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" is 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 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. Saturday and Sunday are not considered working days for City staff. The employee may have his/her Union representative present in all steps of the grievance procedure. Any employee may directly contact either the Public Works Director or the Personnel Department if they believe the grievance procedure process is being obstructed.

Step 1 Informal Discussion.

Within seven (7) calendar days after its occurrence, the aggrieved party shall verbally discuss his/her complaint with his/her immediate supervisor or if the grievance involves a disciplinary action, with the supervisor issuing the disciplinary action. If discussions are unable to resolve the grievance, the respondent, within three (3) additional working days will give a verbal reply to the complaint, advising the aggrieved party of his or her options.

Step 2 Discuss with Division Superintendent and notify Union.

If the grievance is not settled at Step 1, the aggrieved party shall, within three (3) additional working days schedule a meeting with the Wastewater Treatment Division Superintendent to discuss the grievance. The Superintendent will have five (5) calendar days following the meeting to respond to the complaint and attempt resolution. At this step, the Union shall be notified in writing by the employee of

the grievance and written proof of that notification shall be provided to the Wastewater Treatment Division Superintendent or his/her designee.

Step 3 Formal written grievance, Public Works Director

If the grievance is not settled at Step 2, the aggrieved party shall, within seven (7) calendar days, submit the grievance through the Union, in writing, to the Public Works Director. This written grievance shall set forth: (1) the nature of the grievance, (2) the facts on which it is based, (3) the provisions of the agreement allegedly violated, and (4) the relief requested. If any of these elements are missing from the written grievance, it will not be considered and will be terminated at Step 2. The Public Works Director will have seven (7) calendar days to set up a meeting with the appropriate parties to hear testimony and discussion. The Director will then have seven (7) additional days to prepare a written response.

Step 4 Formal Written Submittal to Mayor

If the grievance is not settled satisfactorily at Step 3, the written grievance shall, within seven (7) additional calendar days be submitted through the Union, in writing to the Mayor or his/her designee. The grievance shall contain the same elements as listed in Step 3 or it will not be considered. The Mayor or his/her designee shall, within seven (7) calendar days after receipt of the written grievance, schedule a meeting with the appropriate parties to hear discussion and testimony. The Mayor will then have seven (7) additional days after the meeting to prepare a written response.

Step 5 Conciliation Meeting

If the matter is not resolved at this point, a conciliation meeting will be held with the parties involved as a final attempt to settle the dispute prior to proceeding with the arbitration. The Mayor or his/her designee shall preside over this proceeding. If, for whatever reason, a conciliation meeting does not take place within ten (10) working days following the Mayor's written response, either party to the Agreement may unilaterally call for arbitration proceedings as called for in Step 6 of the grievance procedure.

Step 6 Arbitration.

Any dispute which has not been resolved by the above grievance procedure may be submitted to arbitration by the aggrieved party through the Union, providing it is submitted within ten (10) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within five (5) working days the parties shall request a list of five (5) qualified names from the 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 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. If a grievance does not contain the necessary elements listed in Step 3, it shall be considered waived. Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

ARTICLE 13-LAYOFFS

Section 1 If due to shortage of work or funds, or change in the organization, it becomes necessary to lay off employees those with the least seniority with the City Wastewater Division shall be laid off first, unless it is necessary for the normal operation of the Wastewater Division facilities to retain a particular classification of employee. Layoffs within classifications shall be by layoff of those with the least seniority within the classification, unless there is a significant change in job performance as evidenced by the last three (3) performance evaluations. Employees affected by any layoffs shall have the right to bump less senior employees in other classifications for which they are currently qualified and physically able to perform the duties of the employment position. Employees subject to layoff shall receive a minimum of ten (10) working days advance notice prior to such layoff.

Section 2 Recall of laid-off employees shall be made in the reverse order of layoff. 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 five (5) calendar days 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 twelve (12) months after the employee's layoff date.

Section 3 Employees shall be laid off in the following order:

- (1) emergency employees;
- (2) seasonal employees;
- (3) probationary employees;
- (4) regular employees.

ARTICLE 14-SUSPENSION AND DISCHARGE

Section 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 will be no seniority among probationary employees. Probationary employees may be laid off, discharged, or otherwise dismissed for cause at the sole discretion of the City and shall not be entitled to use the grievance and arbitration procedures provided for in Article 12 (Grievance and Arbitration), unless covered by this contract. A probationary period shall not mean the same as or be considered in any way related to employee training periods with respect to various employment classifications within the Sewer Division.

Section 2 The Employer will administer progressive discipline in accordance with the provisions of Section 09-02 of the City of Missoula Personnel Policy Manual. An employee who has successfully completed his or her probationary period may elect to file a grievance regarding any disputed disciplinary action. In the case of suspension or discharge, the Employer agrees to give at least one

written warning to the employee prior to suspending or discharging the employee except as otherwise provided in this Article in Section 4 below. A copy of any disciplinary action issued at Level 2 or above will be forwarded to the Union regional staff representative in Missoula.

Section 3 In the case of suspension or discharge, the Employer agrees to give at least one written warning to the employee prior to suspending or discharging the employee. The written warning shall explain the nature of the complaint to the employee. A copy of the written warning shall be sent to the Union staff representative in Missoula. The warning notice shall not remain in effect longer than six (6) months from the date of issue. However, the warning notice procedure shall not be required and suspension or discharge may be immediately implemented whenever an employee has committed any of the conducts, actions or behaviors described in Section 09-03-C. of the City of Missoula Personnel Policy Manual (Dismissal for Cause).

Section 4 Any employee who has completed his/her probationary period and who is suspended pursuant to Section 09-03 of the City of Missoula Personnel Policy Manual or discharged without just cause may elect to file a grievance.

ARTICLE 15-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 individuals with disabilities.

ARTICLE 16-PERFORMANCE APPRAISALS

Section 1 A formal program of employee appraisal shall be established to insure that all employees are performing to the standards of the position and to assist employees in improving and maintaining skills.

Section 2 Written evaluation shall be prepared on a form specified by the City of Missoula.

Section 3 Any such appraisals shall be shown to the employees and a copy provided upon request. The employee shall have the opportunity to make written comments regarding the appraisals, which shall be made a part of the appraisal and/or personnel file.

ARTICLE 17 – LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1 The Employer and the Union agree to schedule Labor-Management meetings upon request. The purpose of these meetings is to (1) review and recommend solutions to work related issues; (2) improve communication; (3) reduce potential conflicts; (4) improve productivity and (5) reduce division costs. The meetings will not, however, take the place of the grievance procedure outlined in Article 12, not shall these meetings be construed or intended to take the place of formal collective bargaining sessions.

Section 2 The Labor-Management meetings shall include at least the division Superintendent representing management and no more than two employees selected by the Union membership. The Public Works Director and/or the I.U.O.E. Local #400 representative may be requested to attend any meeting.

Section 3 The bargaining unit member(s) will receive paid release time to attend Labor-Management meetings when scheduled during normal work hours.

Section 4 Prior to the scheduled Labor-Management meetings, each party must submit to the other, its agenda items. The agendas shall be limited to items submitted by each group, and will not discuss individual concerns that cannot easily be solved through established supervisory channels.

Section 5 Committee meetings will be scheduled upon request, or every six months during normal work hours.

Section 6 Every year, Labor will provide the division Superintendent the name(s) of the labor representatives from the Collection Maintenance Technicians.

Section 7 The division Superintendent shall organize the meetings.

ARTICLE 18-SAFETY

(1) 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.

(2) 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.

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

(4) The employees shall select an employee to assist the City Wastewater Division Superintendent in conducting plant safety meetings. One safety meeting shall be conducted each calendar quarter of each calendar year. Additional safety meetings may be scheduled as safety issues

warrant. Such meetings shall take place during the employee's normal working hours with no reduction in pay or benefits.

(5) Newly hired employees shall as part of the probationary period undergo all safety training deemed necessary by management to perform assigned duties.

ARTICLE 19-SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

The City agrees to provide personal safety equipment and protective clothing at the wastewater facility for all bargaining unit employees:

1. Rubber Gloves
2. Rubber Boots
3. Raingear
4. Safety equipment: ear protectors/plugs, safety goggles/glasses; dust masks.
5. Two (2) sets of coveralls: one (1) insulated and one (1) un-insulated per fiscal year.

With prior supervisory approval, the Employer shall reimburse employees in an amount not to exceed \$250.00 per year for the purchase of safety toe boots. The employee must provide a receipt to receive such reimbursement.

NOTE: Personal safety equipment and protective clothing provided by the City shall be limited to on-the-job use. It shall be the responsibility of the employee to clean their own City-provided safety and protective gear. The City will provide washing facilities at the treatment plant for this purpose. Other items may be added to this list upon the recommendation of the safety committee and approval by plant management.

ARTICLE 20-LIFE, HEALTH AND DENTAL INSURANCE

Section 1 The Employer agrees to contribute up to \$767.00 per month per covered full-time employee and the employee agrees to pay \$21.75/month for the employee, \$113.00/month for a spouse and \$47.00/month for each child added to the plan. The Employer contribution goes toward the costs of the self-insured benefit plan premium on the same terms and conditions generally applicable to other City employees on the City's self-funded group benefit plan as proposed, adopted, and implemented by the City Council. The medical, dental and life group health insurance provided to Union members shall be the same as provided to other City employees covered under the City's self-funded benefit plan. From July 1, 2015 through June 30, 2019, the Union agrees to accept increases in employee contributions and/or health plan design changes to those in effect as of July 1, 2015, up to a maximum of \$50.00 per month each year of the contract, provided these increases/plan changes are approved by the City Council and in effect for all other City employees.

Section 2 The City agrees to work with the Union on premium and benefit issues through the Employee Benefit Committee (EBC). In the event that a premium adjustment or benefit restructuring is deemed necessary and adopted by the City Council, the Union will agree to those changes.

Section 3 The IUOE and the employer agree that the parties will continue to work toward the

concept currently being discussed regarding implementation of a health insurance committee with authority to make decisions regarding the City’s health, dental and life insurance plan.

ARTICLE 21-WAGES BY EMPLOYMENT CLASSIFICATION

The employer agrees to pay wastewater division employees pursuant to the following wage schedules through June 30, 2012. Upon completion of the probationary period and attainment of all licenses and certifications as specified and required in the job description, a trainee will be moved from Classification I to Classification II.

Classification I:

Classification II:

Collections System Maintenance Technician Trainee

Collections System Maintenance Technician

<u>Classification</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>	<u>7/1/18</u>
Classification I	\$18.73	\$19.10	\$19.63	\$20.27
Classification II	\$24.54	\$25.03	\$25.72	\$26.56

The employer agrees to make pension contributions, in lieu of hourly wage rates referenced in this Article, to the union pension fund covering bargaining unit employees. These contributions in lieu of wages shall be subject to the terms and conditions outlined in a separate letter of agreement with the union, addressing the specific hours for which pension contributions are required, the hourly amounts to be deducted and contributed, etc. The Employer agrees to contribute to these funds (in lieu of wages), whatever amounts are voted upon by unit members each year. The unions agree to notify the employer in writing regarding these amounts sufficiently in advance of payroll implementation of these changes.

It is understood that overtime will be calculated by backing out the pension payment prior to calculating the overtime wage.

ARTICLE 22-LONGEVITY

A Wastewater Division employee shall not be entitled to earn longevity pay until he/she has completed one (1) continuous full year of employment service with the Employer. Longevity shall be effective the on the employee’s annual anniversary date after completing one (1) year of service. No credit shall be allowed toward longevity for a leave of absence or time not worked during a break in employment service. Wastewater Division employees shall be granted longevity pay at the rate of Four and no/100 Dollars (\$4.00) per month for each full year of service with the City. Effective on July 1, 2016, longevity pay shall be increased to six dollars (\$6.00) per month for each full year of service with the City. Effective on July 1, 2017, longevity pay shall be increased to seven dollars (\$7.00) per month for each full year of service with the City.

ARTICLE 23-SPECIAL PROVISIONS

Section 1 The Employer agrees to furnish a locker for each employee.

Section 2 No employee shall be required to negotiate ladders more than six (6) feet from the ground or stationary platform in tanks (aerators and clarifiers), lift stations, manholes or any other unattached ladder at any other location without another City employee being on shift at the Wastewater_Treatment Plant.

Section 3 Effective July 1, 2015, the City agrees to pay up to one hundred dollars (\$100.00) per year as needed for D.O.T. physicals.

ARTICLE 24-STRIKES AND LOCKOUTS

Section 1 The Union recognizes the essential nature of the services provided by the Wastewater Division employees covered by this Agreement in protecting the health and general welfare of the public. Therefore, the Union agrees that there shall be no concerted activities, such as work interruptions, slowdowns, work stoppages or strikes by the Wastewater Division 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 Wastewater Division employees covered by this Agreement, the Union agrees that it will join the Employer in requiring its members to return to work immediately.

Section 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 Wastewater Division employees covered by this Agreement during the term of this Agreement.

ARTICLE 25-CONTRACT WORK

The Union recognizes that the right of contracting or subcontracting work is vested in the City. It is mutually understood and agreed that the City may contract out any or all work on matters related to municipal wastewater operations.

It is mutually understood and agreed that if the City exercises its right to contract out wastewater work, that the exercise of that right by the City shall not result in either the layoff of any employee employed by the City who is a member of the bargaining unit covered by this Agreement or in a reduction of normal hours of work wages; holiday time earned; leaves herein agreed to; health and dental insurance benefits; Union rights; and Union security as each of these provisions are herein agreed to.

ARTICLE 26-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. 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 27-SEVERABILITY

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 28-AGREEMENT TO BE EFFECTIVE AS IS FOR ITS DURATION

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 29-TERM OF AGREEMENT

The terms of this Agreement shall be extended for four (4) years, July 1, 2015 through June 30, 2019. This 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 the event that such notice is given, either or both parties may make proposals and negotiations shall begin not later than thirty (30) days prior to the expiration date.

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

FOR THE UNION

FOR THE CITY

Craig Davis
Business Agent

John Engen
Mayor

ATTEST:

(SEAL)

Martha L. Rehbein
City Clerk