

COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
MISSOULA AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

LOCAL 233 July 1, 2023 -June 30, 2026

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into between the City of Missoula, County of Missoula, State of Montana (hereinafter referred to as the Employer) and the International Brotherhood of Electrical Workers, Local 233 (hereinafter referred to as the Union). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union including the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of specific agreement provisions pertaining to rates of pay, hours of work and fringe benefits.

ARTICLE 1 - Recognition

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

ARTICLE 2 - Management Rights

Management rights retained by the Employer shall include but not be limited to those management rights established in Montana state law pursuant to Section 39-31-303, M.C.A., except for those rights, if any, expressly agreed to be surrendered pursuant to the provisions of the collective bargaining agreement. The rights established pursuant to Section 39-31-303, M.C.A. are as follows:

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

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

ARTICLE 3 - Union Security

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

ARTICLE 4 - Dues Check Off

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

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

ARTICLE 5 - Hours of Work

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

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

ARTICLE 6 - Seniority Defined

"Seniority" means a city employee's length of continuous service with their respective division of the City Public Works and Mobility Department for which they are employed and are represented as a member of the bargaining unit represented by this Collective Bargaining Agreement. Seniority of employees who leave a bargaining unit position due to a temporary or probationary promotion (as defined herein) to work in a non-bargaining unit supervisory position shall be governed by the following provisions.

A "temporary promotion" is defined as a promotion to a non-bargaining unit supervisory position due to any illness or injury to a non-bargaining unit Superintendent. A bargaining unit member temporarily promoted to such a supervisory position may continue to earn bargaining unit seniority for up to six (6) continuous months. Any time served as a temporary Superintendent after six (6) continuous months shall not be allowed to count toward earned bargaining unit seniority. In the event a temporary Superintendent receives a permanent Superintendent 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 Superintendent position.

A. A "probationary promotion" is defined as a promotion to fill a non-bargaining unit Superintendent position in a probationary status for up to six (6) continuous months. If the bargaining unit member

accepting this probationary promotion returns to the bargaining unit at any time during, or at the end of, six (6) continuous months, they shall be allowed to receive earned bargaining unit seniority credit for the time served as a non-bargaining unit probationary Superintendent. In the event a probationary Superintendent accepts assignment as a Superintendent for more than six (6) continuous months, their bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the non-bargaining unit probationary Superintendent. Additional instances that may affect bargaining unit member seniority are as follows:

1. To be absent from the job due to layoffs will be considered lost time for the purpose of accruing seniority; however, previous service upon reemployment shall count toward seniority;
2. To be absent from the job due to involuntary active military leave will not affect seniority. Such time spent in military service will count towards seniority;
3. The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement;
4. Absences due to injury in the line of duty shall be considered as time worked for the purposes of accruing seniority only up to a maximum seniority accumulation time period of thirty (30) days after the worker is medically released by a physician. Once medically released by a physician, the injured worker must notify the Employer within thirty (30) days of their ability to return to work and must express their intent to return to work. If at any time after the employee is injured the employee accepts employment elsewhere, the employee's right to accumulate seniority terminates pursuant to this provision as of the date the employee accepts employment elsewhere.

B . It is recognized by the parties that seniority within the Division can be a deciding factor in the filling of job vacancies in the employ of the Division where the vacancy exists.

ARTICLE 7 WAGES

Staff in the bargaining unit agree wages are tied to a career ladder. The Career Ladder details are found in Appendix A

Wages include all certification pay. \$1.50 of certification pay has been added to FY24 and \$2.25 of certification pay has been added to FY25. Wages that include these certification pay amounts and agreed upon percentage increases for each level of the Career Ladder are as follows:

Career Ladder Level	FY24	FY25	FY26
I	\$30.86	\$34.43	\$35.81
II	\$34.31	\$38.02	\$39.54
III	\$36.03	\$39.81	\$41.40

In addition to such rates, employees shall be granted longevity pay at the rate of ten and no/100 Dollars (\$10.00) per month for each full year of service with the City. No credit shall be allowed toward longevity for a leave of absence or time not worked during a break in service. Definitions of types of employees shall be outlined in the City Human Resources Policy Manual.

The City will incur all expenses for required certifications, training and testing that occur within the normally scheduled work hours and do not result in overtime compensation or accumulated compensatory time off. The Employer will reimburse the employee the difference between the International Municipal Signal Association (IMSA) member cost and non-IMSA member cost if the employee is not registered with IMSA. The employer reserves the right to determine the training needs and modify the list of authorized certifications accordingly. All certifications must be pre-approved by the Communications Shop Superintendent prior to testing and/or payment.

1.

EIGHTH DISTRICT ELECTRICAL PENSION FUND

Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sum of \$0.00 (amount to be specified by employees with at least 60-day notice to the Employer) for each hour worked by each employee of the Employer performing work covered by this Agreement. All amounts elected by the Union for Pension Fund will be made in lieu of wages (coming out of the agreed upon wages)

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

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

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

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

ARTICLE 8 - Layoffs

- A. If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay off any employees, those with the shortest period of continuous service shall be laid off first. Recall shall be in order of last laid-off, first called back.
- B. Recall of laid-off employees shall be made in the reverse order of lay-off. Employer recall of laid-off employees shall be by registered mail notice to the employees being recalled at the employee's last known address that has been given to the Employer. The employee shall have the responsibility to keep the Employer informed of address changes. Employee response to the Employer's recall letter must be received by the Employer within seventy-two (72) hours of receipt of notice of recall from layoff. Failure to timely respond shall constitute a waiver of right to recall. All employee recall rights shall expire eighteen (18) months after the employee's lay-off date.

ARTICLE 9 - Emergency Call Back and Overtime

- A. In order to have an employee available to respond to calls during weekends, holidays and after hours, Electronic Technicians shall be compensated at the rate of thirty-nine (\$39.00) per day-when placed on stand-by. This amount will increase by 4% for Fy25 and Fy26.
- B. The Employer agrees to provide a cellular phone or pager to employees who are on stand-by.
- C. Employees called out to work on assigned days off shall receive a minimum of four (4) hours pay and may be required to work up to four hours. Employees called back for work on regularly scheduled work days at a time outside of regularly scheduled hours shall receive a minimum of four (4) hours pay and may be required to work up to four hours. If an employee is called to work within two (2) hours of the commencement of the next scheduled shift for that employee, the employee may leave their shift early upon mutual agreement between the employer and employee so that only the normally scheduled work hours for the day will be worked.
- D. Overtime will commence at seven (7) minutes past the scheduled shift time and will be paid in thirty (30) minute intervals. All overtime must be authorized.
- E. Bargaining unit members who are required to take/make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one half (1/2) hour at one and one half (1 1/2) times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (1/2) hour, the employee will be paid for the actual time worked at one and one half times their regular rate of pay.

ARTICLE 10 - Suspension and Discharge

An employee who has completed their six-month probationary period shall not be suspended or discharged without just cause, subject to the grievance procedure.

ARTICLE 11 - Holidays

Employees shall be granted a day off with pay for each of the following holidays

1. New Year's Day, January 1;
2. Martin's Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Juneteenth National Freedom Day June 19;

- S. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Indigenous Peoples' Day, the second Monday in October;
8. Veterans' Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Christmas Day, December 25;
11. State general election day on the first Tuesday after the first Monday of November in even numbered calendar years.
any day declared a state legal holiday for all state and local government political subdivisions by the Governor or legislature of the State of Montana; any day declared a legal holiday for all city government employees by the City Council of the City of Missoula.

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

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

ARTICLE 12 - Health Insurance

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

ARTICLE 13 - Leaves of Absence

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

An annual vacation calendar shall be posted the first working day of January of each year. Employees will be given sixty (60) days to record their vacation request for the year. Request for five (5) days or less need not be recorded within this sixty (60) day time period; but shall be arranged upon mutual agreement between the employee and the Superintendent. The Superintendent shall determine whether vacation requests interfere with the Division's work schedules and shall make any necessary

adjustments on the basis of seniority. All leave requests submitted and approved in accordance with the provisions of this Article will not be canceled or altered without mutual agreement between management and any/or all affected employees unless the Mayor or City Council declare an emergency due to acts of nature, extreme weather conditions, earthquakes, flooding, etc. exists.

ARTICLE 14 - Grievance Procedure

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

Step 1. Within ten (10) working days of the occurrence of the grievance an employee with a grievance shall discuss the grievance with their Superintendent. The Superintendent shall have ten (10) working days to respond to the grievance.

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

Step 3. If the grievance is not settled satisfactorily at Step 2, the grievance shall, within ten (10) working days be submitted in writing, through the union to the Mayor or the Mayor's designee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision of the Agreement allegedly violated, and the relief requested. The Mayor 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 ten (10) working days either party may request a conciliation meeting to be held with the parties involved as a final attempt to resolve the dispute prior to proceeding to arbitration. If for whatever reason a conciliation does not take place within ten (10) working days following a receipt of this written request, either party to this agreement may unilaterally call for arbitration proceedings as called for in Step 5 of the grievance procedure.

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

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

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

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

ARTICLE 15 - Probationary Period

All new employees shall serve a one hundred eighty (180) day probationary period. The Employer may dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth herein as a means of contesting the probationary employee's dismissal.

In the event that a probationary employee is laid off, all previous service time with the City shall be credited to the probationary period if the Employee subsequently returns to work for the City in the same position held prior to the layoff.

ARTICLE 16 - Discrimination

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

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

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, socio economic status, criminal conviction history, creed, vaccination status, physical condition, political ideas, sexual orientation, gender identity and/or expression except where these criteria are reasonable bona fide occupational qualifications. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

ARTICLE 17 - Special Provisions

Rest Breaks:

The Employer shall allow an additional one-half (1/2) hour break with pay during a shift, in which the employee works four hours beyond their normally scheduled shift for that day. The break must be taken prior to the last hour of work.

Clothing Allowance: With prior supervisory approval, the Employer shall reimburse employees in an amount not to exceed \$275 per fiscal year for the term of the current contract, for the purchase of clothing and other necessary equipment for this position. The employee must provide a receipt to receive such reimbursement. Employees shall be responsible to wear appropriate and proper footwear and other clothing and equipment to safely perform their job duties.

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

ARTICLE 18- Savings Clause

If any section, subdivision, paragraph, sentence, clause, phrase or other part of this Agreement is determined or declared to be contrary to, or in violation of any State or Federal Law, the remainder of this Agreement shall not be affected or invalidated.

ARTICLE 19 -Term of Agreement

This Agreement shall remain in force and effect from July 1, 2023 through June 30, 2026 and shall thereafter automatically renew from year to year except if either party desires to alter or terminate this Agreement, the party shall notify the other party sixty (60) days previous to the date of expiration.

IN WITNESS WHEREOF, said parties of this Agreement have hereunto set their hands and seals
this day of September 2023.

FOR THE UNION

By:

FOR THE CITY

By:

Mayor Jordan Hess
City of Missoula

ATTEST:

Martha Rehbein
City Clerk

A. Level 1

Incumbents in this level are typically newly hired staff or longer-term employees who have not met the requirements for advancement to higher levels within the career ladder.

Work Elements:

- Pass background and driving record check.
- Obtain a Montana State driver's license or ability to obtain one within 30 days.
- Complete the Microsoft Teams application training.
- Complete the Distracted Driving training.
- Complete a safety orientation with the Safety & Risk Coordinator.
- Complete a department informational meeting with the Business Operations Manager.
- Experience with and knowledge of general tools, such as, screwdrivers, wrenches, etc.

B. Level 2

Incumbents in this level will typically possess at minimum one year of experience working with Missoula's Comm Shop, foster a culture strong in safety, adhere to Missoula Comm Shop standards and specifications, and support a positive team environment.

Work Elements:

- Perform all tasks as described in Level 1.
- Troubleshoot a traffic cabinet in flash (on street or simulated in shop cabinet.)
- Perform radio install in vehicle including radio programming.
- Read/write and adjust programming of mobile and portable radios.
- Read/write and adjust programming for a siren control box in a vehicle.
- Assist with utilities locate at a traffic intersection.
- Perform an adjustment to radar and video detection systems for traffic signals.
- Obtain the FCC General Radiotelephone Operator's License - Element III
- Obtain the LTAP Work Zone Technician Certification.
- Obtain the LTAP Work Zone Flagger Certification.

C. Level 3

Incumbents in this level will typically possess two years of experience working with Missoula's Comm Shop, foster a culture strong in safety, adhere to Missoula Comm Shop and specifications, and support a positive team environment.

Work Elements:

- Perform all tasks as described in Level 2.
- Perform a certification/testing of Conflict Monitors and MMUs.
- Develop programming for mobile and portable radios.
- Complete the Land Mobile Radio training.
- Perform a utility locate at a signalized intersection.
- Create a radio program for mobile and portable radio from scratch.
- Create a siren box program from scratch.
- Perform a new configuration for radar detection on a traffic intersection.
- Obtain the Law Enforcement Vehicle Installation Technician Certification.

Employer has the right to edit the above work elements as Job Descriptions change and/or certifications listed are no longer offered or applicable. All rules related to career ladder moves and payment will follow the HR Career Ladder Procedure found on the HR Intranet page.

