

MASTER AGREEMENT

BETWEEN

MISSOULA COUNTY

AND

I.U.O.E. LOCAL #400

BUTTE TEAMSTERS UNION LOCAL #2

I.A.M. AND A.W. DISTRICT W24

FROM

JULY 1, 2024

THROUGH

JUNE 30, 2026

TABLE OF CONTENTS

AGREEMENT.....	
PREAMBLE.....	
ARTICLE 1 RECOGNITION.....	
ARTICLE 2 PROTECTION CLAUSE.....	
ARTICLE 3 UNION SECURITY AND DUES COLLECTION.....	
ARTICLE 4 MANAGEMENT RIGHTS.....	
ARTICLE 5 NO STRIKE - NO LOCKOUT.....	
ARTICLE 6 PROBATIONARY PERIOD.....	
ARTICLE 7 NON-DISCRIMINATION.....	
ARTICLE 8 SENIORITY.....	
ARTICLE 9 EMPLOYEE DISCIPLINE.....	
ARTICLE 10 HOURS OF WORK.....	
ARTICLE 11 OVERTIME.....	
ARTICLE 12 LEAD WORKER.....	
ARTICLE 13 CALL BACKS.....	

ARTICLE 14 INTERCHANGE.....	
ARTICLE 15 COMPENSATION.....	
ARTICLE 16 SHIFT DIFFERENTIAL.....	
ARTICLE 17 LONGEVITY.....	
ARTICLE 18 LEGAL HOLIDAYS.....	
ARTICLE 19 HEALTH INSURANCE.....	
ARTICLE 20 DENTAL INSURANCE.....	
ARTICLE 21 LIFE INSURANCE.....	
ARTICLE 22 OPTICAL INSURANCE.....	
ARTICLE 23 FLEXIBLE BENEFITS.....	
ARTICLE 24 PERSONAL DAY.....	
ARTICLE 25 EDUCATIONAL POLICY.....	
ARTICLE 26 VACATION LEAVE AND COMPENSATORY LEAVE.....	
ARTICLE 27 SICK LEAVE.....	
ARTICLE 28 UNPAID SICK LEAVE.....	
ARTICLE 29 FAMILY & MEDICAL LEAVE.....	

ARTICLE 30 MATERNITY AND PAID PARENTAL LEAVE.....	
ARTICLE 31 MILITARY LEAVE.....	
ARTICLE 32 JURY DUTY AND WITNESS LEAVE.....	
ARTICLE 33 GRIEVANCE AND ARBITRATION PROCEDURE.....	
ARTICLE 34 SEASONAL EMPLOYEES.....	
ARTICLE 35 TRAINING.....	
ARTICLE 36 WORKING SUPERVISORS.....	
ARTICLE 37 SUPERVISORS.....	
ARTICLE 38 OTHER CONDITIONS OF EMPLOYMENT.....	
ARTICLE 39 LABOR-MANAGEMENT COMMITTEE.....	
ARTICLE 40 VIDEO CAMERAS AND GPS.....	
ARTICLE 42 SEVERABILITY.....	
ARTICLE 43 TERM OF AGREEMENT.....	
ARTICLE 44 EMBODIMENT.....	
ADDENDUM A.....	
ADDENDUM B.....	

ADDENDUM C.....

ADDENDUM D.....

ADDENDUM E.....

SIGNATURE PAGE.....

AGREEMENT

THIS AGREEMENT is made and entered into between the COUNTY OF MISSOULA, Missoula, Montana, hereinafter referred to as the EMPLOYER, and the INTERNATIONAL UNION OF OPERATING ENGINEERS Local #400, the BUTTE TEAMSTERS UNION Local #2 and, I.A.M. AND A.W. DISTRICT W24, hereinafter referred to as the UNION.

PREAMBLE

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana State Statutes, this AGREEMENT has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, employee safety and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the exclusive representative for all employees covered by this AGREEMENT.

Section 2. This AGREEMENT shall cover all regular full-time, regular part-time and seasonal employees of Missoula County Department of Public Works who are covered by the classification in Addendums "A," "B" and "C."

Section 3. The UNION shall provide the EMPLOYER with the names of UNION representatives who may be contacted for the transaction of business with the appropriate UNION. The Employer shall provide the Unions with the names of the Employer's representatives who may be contacted for the transaction of business with the Employer. Both parties shall notify one another if there are any changes in their designated representatives.

Section 4. The internal business of the UNION shall be conducted during the non-duty hours of the employees involved.

Section 5. Designated officers or representatives shall be granted reasonable time off during working hours without loss of pay to investigate and settle grievances, provided that the officer or representative shall request permission from their supervisor. Permission may be withheld by the supervisor because of operation requirements but such permission may not be withheld for more than twenty-four (24) hours except in emergencies.

Section 6. Authorized agents of the UNION shall have access to the EMPLOYER'S job sites during working hours for the purpose of adjusting disputes and ascertaining that the AGREEMENT is being adhered to; provided, however, that there is no interruption of the EMPLOYER'S working schedule.

ARTICLE 2 PROTECTION CLAUSE

Section 1. No employee shall suffer a reduction of wages, working conditions or classifications because of the adoption of this AGREEMENT unless such changes have been specifically enumerated, identified, and mutually agreed upon and ratified by both parties to this AGREEMENT.

ARTICLE 3 UNION SECURITY AND DUES COLLECTION

Section 1. As provided in 39-31-204, MCA, each employee covered by this AGREEMENT shall, as a condition of initial and continuing employment, be required to either maintain membership in, or pay a representation fee to, the appropriate jurisdictional UNION. The amount of initiation fees, monthly dues or representation fees shall be determined solely by the appropriate jurisdictional UNION. An employee shall have thirty days (30) days after their initial date of hire in a bargaining unit position to comply with the terms of this Article. Any employee who fails to comply with this requirement shall be terminated within fifteen (15) days after written notice to the EMPLOYER from the UNION. The EMPLOYER will send the relevant union(s) a copy of all new hire letters within fourteen (14) days of the hire date.

Section 2. Upon written authorization of a bargaining unit employee, the EMPLOYER shall deduct from the pay of the employee the monthly dues or representation fees, as provided in Section 1 of this Article, and shall forward the dues or representation fees to the UNION Treasurer. The UNION shall be responsible for providing the appropriate forms to effectuate payroll deductions.

Section 3. The UNION shall indemnify, defend, and hold the EMPLOYER harmless against any claim made and against any suit instituted against the EMPLOYER, including attorney's fees and costs of defense thereof, on account of any action taken in accordance with this Article.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. The EMPLOYER retains all rights not surrendered to manage, control, operate, or regulate its business and its work force 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.

Section 2. The rights retained by the EMPLOYER in this Section are in addition to those rights granted the EMPLOYER by other parts of this AGREEMENT.

ARTICLE 5 NO STRIKE - NO LOCKOUT

Section 1. The UNION agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the UNION agrees that there shall be no work interruptions, slowdowns, or strikes for the term of this Agreement. In the event of unauthorized interruptions the UNION agrees that it will join the EMPLOYER in requiring its members to return to work immediately. The EMPLOYER agrees that there shall be no lockout of bargaining unit employees.

ARTICLE 6 PROBATIONARY PERIOD

Section 1. All newly hired employees shall serve a probationary period of six months. The probationary employee shall receive a performance appraisal at the end of six (6) months, or more often if necessary. The Employer, with consent of the Union, may extend the probationary period by three (3) months. The EMPLOYER may dismiss a probationary employee without cause. A probationary employee shall not have access to the grievance and/or arbitration provisions contained in this AGREEMENT to contest his or her dismissal, however such employees shall have the same access to the grievance and /or arbitration provisions contained in this AGREEMENT for other contract provisions as do other employees.

Section 2. In the event a probationary employee leaves the bargaining unit and subsequently returns to a position covered by this Agreement, all previous service time shall apply against the probationary period requirements provided that such reemployment occurs within one (1) calendar year from the date of departure. A non-probationary employee who leaves the bargaining unit shall not be required to serve a new probationary period provided that such employee returns to a position covered by this Agreement within one (1) calendar year of leaving the bargaining unit.

Section 3. In the event of rehire after one year or more of separation from employment, the employee will be required to serve another probationary period.

Section 4. Seasonal employees shall serve a six month probationary period.

Section 5. County employees with no previous service time within the bargaining unit who transfer to a position covered by this Agreement shall be required to serve a six month trial period. In the event the employee does not satisfactorily complete the trial period, the employee will be returned to their former position if it has not been filled. If the employee's former position has been filled, the employee will, at the EMPLOYER'S discretion, be: (1) placed in another available

position for which the employee is qualified, (2) placed on a corrective action plan to attempt to achieve satisfactory performance, or (3) terminated for cause.

ARTICLE 7 NON-DISCRIMINATION

Section 1. It is the policy of the EMPLOYER and the UNION to insure that all employees treated equally without regard to their race, color, religion, national origin, age, marital status, ancestry, receipt of public assistance, political beliefs, physical or mental handicap, ex-offender status, union affiliation, or sex, (unless sex, ex-offender status, and/or physical or mental handicap relates to a bona fide occupational requirement). This policy shall apply to: initial hire, employment, promotion, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Section 2. The EMPLOYER shall not discriminate against an employee for his or her participation in UNION activities except that UNION business shall not be conducted during duty hours unless specifically authorized by this AGREEMENT.

ARTICLE 8 SENIORITY

Section 1. Seniority shall be recognized after six (6) month's service, dating from the first day of employment in the bargaining unit.

Section 2. Seniority shall not accrue during layoff or while an employee covered by this AGREEMENT is on leave of absence without pay in excess of ninety (90) days, except that seniority will accrue while an employee is on Workers' Compensation.

Section 3. Seniority shall terminate upon discharge for cause; when an employee has been in layoff status in excess of one (1) year; upon voluntary termination of employment; by failure to reply within forty-eight (48) hours of receipt of notice after recall from layoff or to report within five (5) days of recall; except that a medical absence and reporting from recall may be extended by mutual agreement between the EMPLOYER and the UNION. In the event of an extension, seniority shall continue for the duration of such absence.

Section 4. Seniority shall prevail in cases of layoff and recall. Recall shall be by notice to the employee's last known address. Employees recalled must report to work in accordance with Section 3 of this Article.

Section 5. Promotions within the bargaining unit shall be based upon skill, ability, and qualifications. Where all other factors are equal, seniority shall prevail.

Section 6. In the event the EMPLOYER requires the assignment of an employee to an evening shift, volunteers will first be solicited. If no qualified employee volunteers for the evening shift, the assignment will be made to the least senior qualified employee.

Section 7. One comprehensive seniority list of all employees covered by this AGREEMENT who have completed six (6) months of continuous service with the Missoula County Department of Public Works shall be maintained and posted, listing employees by date of hire.

ARTICLE 9 EMPLOYEE DISCIPLINE

Section 1.

A. The EMPLOYER shall not discipline a regular employee without just cause.

B. Conduct that shall constitute grounds for immediate termination includes, by way of example, but is not limited to, the following:

- insubordination,
- theft,
- drinking or being under the influence of alcoholic beverages or controlled substances while on duty,
- abandonment of duties,
- recklessness resulting in a serious accident while on duty.

C. An employee may be terminated or suspended for conduct that is less serious than the conduct typified by the examples in subsection (B) above if:

1. The employee has been issued at least one (1) warning letter concerning an incident or incidents that in the EMPLOYER'S opinion need correction. The warning letter must be followed by at least a two (2) week interval to allow the employee time to remedy the alleged inappropriate conduct, before a second letter may be issued to the employee on the same incident.
2. The employee has not successfully grieved prior warning as either undeserved or not amounting to cause.

D. Warning letters to be considered valid must be issued within ten (10) working days of the violation claimed by the EMPLOYER.

E. Written warning letters which do not result in the termination or suspension of the employee shall be removed from the employee's personnel file no later than twelve (12) months from issuance. Requests for removal of such letters must be submitted to the Director of Human Resources in writing.

Removed documents will be retained in permanent records outside of the employee's file as such records must be available, in accordance with Montana law, when requested through litigation or public records requests. Documents removed from the employee's file and retained outside of the employee's file shall not be used in employment related decisions.

F. Protest to warning letters, to terminate or to suspend shall be filed in writing with the UNION affected within ten (10) working days of the action being protested. The UNION shall furnish,

in writing, within (10) working days of such protest being filed, a notice to the EMPLOYER advising of said protest, and detailing in general terms the basis for such protest.

G. Should a warning letter be protested and determined to be invalid, it shall be removed from the employee's file with a confirming letter to the employee and the UNION.

Section 2. If in the opinion of the EMPLOYER an employee's conduct requires discipline but does not merit termination, EMPLOYER may reprimand or suspend the employee without pay for up to eighty (80) hours in accordance with Subsection C of Section 1 of this Article; however, the EMPLOYER shall not use assignment of employees to manual labor as a disciplinary action.

ARTICLE 10 HOURS OF WORK

Section 1. The normal work schedule will be forty (40) hours per week, eight (8) consecutive hours per day, five (5) days per week, Monday through Friday.

Section 2. Employees shall be allowed one (1) fifteen (15) minute rest break within each four (4) hour work period, except when working a four (4) ten (10) hour schedule, rest breaks for all employees shall be one (1) twenty (20) minute rest break within each five (5) hour work period. It is understood between the EMPLOYER and the UNION that if the rest period is not taken during such period, such rest break lapses and may not be accumulated to a later time or date. A one (1) hour lunch period shall be taken near the middle of the work shift, except that the EMPLOYER reserves the right to determine work schedules, shortening the lunch period to one-half (½) hour.

Section 3. A regular employee reporting for duty for their shift as directed shall receive eight (8) hours pay unless notified the previous day not to report the following day. Such notification shall be made by the EMPLOYER during normal work hours.

Section 4. All part-time employees will be paid on an hourly basis for time actually worked.

Section 5. In accordance with Section 39-4-107, MCA, management may propose a regular forty (40) hour work week consisting of four (4) ten (10) hour days. The four (4) ten (10) work schedule shall start and end at mutually agreeable times. The hours of the work schedule shall be determined by the EMPLOYER. Such proposal shall be presented to all three UNIONS no later than the second Friday in March, and the unions shall submit the same to unit members for approval or non-approval within ten (10) working days from date of presentation to the UNIONS. A simple majority vote by the combined unit membership voting shall allow management to effect the proposal for all members covered by this Agreement. Upon approval of the affected employees, it is agreed that the crusher operation may be on a four (4) ten (10) schedule independent of the rest of the Department of Public Works. If an employee finds that a ten (10) hour workday presents a medical hardship, the employee may request to reduce the number of scheduled hours or to appeal for a task compatible with the capacity of the employee's health and ability to perform. The EMPLOYER reserves the right to require medical certification on any medical hardship claim.

ARTICLE 11 OVERTIME

Section 1. All work performed over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be considered as overtime and paid for at the overtime rate of time and one-half (1/2). Approved and accrued vacation or sick leave shall be treated as hours worked for the purpose of determining overtime pay.

Section 2. Non-exempt employees may receive compensatory time off in lieu of overtime payment. Compensatory time for non-exempt employees shall be earned at the rate of 1½ hours for each hour worked in excess of forty (40) per week or eight (8) hours per day, except when a four (4) ten (10) hour work week is adopted. Compensatory time shall be earned at the rate of double time when work is performed on a Sunday or a legal holiday. Employees may accrue a maximum of 240 compensatory hours worked. An employee shall, upon termination of employment, be paid for unused accumulated compensatory time.

Section 3. All work performed on Sunday, between the hours of 12:01 a.m. and 12 midnight, shall be paid at double time.

Section 4. All work performed on a legal holiday shall be paid at double time with a minimum of four (4) hours pay, except that no employee shall be required to work more than five (5) holidays in one contract year except in case of emergencies.

Section 5. Any employee required to work overtime that extends past the midnight hour shall continue to receive the time and one-half (1/2) overtime rate for such hours worked past midnight, provided that the service was continuous, except for a reasonable break period, and provided further that the hours worked past midnight and before the normal scheduled shift for the employee shall not be considered as applying to the normal work day which began at 12:01 A.M.

Section 6. Any employee required to work eleven (11) or more consecutive hours in one (1) eight (8) hour day shall be allowed one-half (1/2) hour for a second meal period with pay and a meal allowance in accordance with Missoula County's per diem rates. When a ten (10)-hour workday has been adopted in accordance with other provisions of this Agreement and an employee is required to work twelve (12) consecutive hours or more in one ten (10)-hour day, the employee shall be allowed one-half (1/2) hour for a second meal period with pay and a meal allowance in accordance with Missoula County per diem rates.

Section 7. In the event a four (4) ten (10) hour work week is adopted in accordance with Article 10, Section 5 of the AGREEMENT, the rules and guidelines of the four (4) ten (10) hour week proposed shall take precedence over other sections of this Article.

Section 8. There shall be no duplication or pyramiding of overtime or other premium pay for any time for which an employee is entitled to compensation. This shall not apply to premium pay defined in Article 12, Section 1 (Lead Worker), or Article 17 (Shift Differential).

ARTICLE 12 LEAD WORKER

Section 1. An employee placed in charge of a specific job, as designated by the Employer, shall be paid one dollar and 50 cents (\$1.50) per hour above scale. An employee placed in charge of a specific job, as designated by the Employer, with a crew of six (6) or more, shall be paid two dollars and twenty-five cents (\$ 2.25) per hour above scale. Employees designated for such premium pay shall mark his time slip as "lead worker" for the actual number of hours worked in that capacity. The lead worker shall be responsible for directing the work force and shall be responsible for the work performed. Lead worker responsibility does not include disciplinary action. A lead worker shall be assigned in the Sign Department when three (3) or more employees covered by the bargaining unit are assigned to a project.

Section 2. An Assistant Road Maintenance Supervisor assigned to any job shall assume full responsibility for the job.

Section 3. Operators of the Paving Operation, Crushing and Screening Operation, and Distributor Truck shall be designated as lead worker.

Section 4. An employee assigned by the Employer to perform the functions of the Fleet Manager will be paid at the rate of high lead worker pay or the base rate of the position to which the employee is assigned, whichever is greater.

Section 5. Mechanics shall be paid Lead Worker pay under the following circumstances:

- A. Working a regular assigned shift where at least two (2) hours are during a time when the Immediate Supervisor is not on duty. Lead worker pay shall apply only during the hours worked when the Immediate Supervisor is not on duty. Lead Pay shall apply to only one (1) person.
- B. Where Mechanics are performing field work of at least one (1) hour duration. Lead Pay shall apply for only one (1) Mechanic.
- C. Overtime work when the Immediate Supervisor is not on duty. Lead Pay shall apply for only one (1) Mechanic.

ARTICLE 13 CALL BACKS

Section 1. Call-back work assignments shall be offered on a rotating seniority basis. Call back work assignments shall mean any work to be performed on a day other than a regularly scheduled work day or any work which requires an employee to be called back to work before the normally scheduled shift start time or after being released from duty. Call back work does not include the uninterrupted extension of a regularly scheduled shift.

Section 2. An employee will not be called back if he/she is on an excused leave the last regularly scheduled work day, except in case of an emergency as determined by the EMPLOYER. Refusal of call-back work shall be considered time worked for rotation purposes. A rotating list of employees working out of the Missoula work area will be posted for call-back with new hires added to the bottom of the list. A separate rotating list will be maintained for the Seeley-Swan work area. One telephone call shall constitute notification of call-back except that an employee shall have the opportunity to accept or refuse such call-back before their name will be rotated to the bottom of the list. The employee shall have one (1) hour from the receipt of the call to report to the normal work area, unless a different report time is established by the EMPLOYER or is mutually agreed to between the EMPLOYER and the employee. Employees must be qualified to perform the work and must have a current telephone number on file with the department.

Section 3. All bargaining unit members at the Seeley-Swan work area may be placed, on a rotation basis, on a weekend or holiday on-call status as determined by the EMPLOYER. Employees shall be entitled to \$35.00 for each 24 hour period served in an on-call status. Employees shall be compensated an additional \$15.00 for each Friday from the end of the regular work day until 12:00 midnight when required to serve in an on-call status. Bargaining unit members in the Seeley-Swan work area only, may, with the approval of the EMPLOYER, accrue five (5) hours of compensatory time in lieu of compensation provided in this Section for each full week end (Friday through Sunday) of on-call duty.

Section 4. Employees called back for work after the normal shift shall receive a minimum of four (4) hours pay at the applicable overtime rate for the work performed.

ARTICLE 14 INTERCHANGE

Section 1. Employees covered under this AGREEMENT who are members of either the INTERNATIONAL UNION OF OPERATING ENGINEERS Local #400 or the BUTTE TEAMSTERS UNION Local #2 may be assigned to any equipment they are qualified to drive or operate, that is identified under Addenda A and B of this AGREEMENT. This shall constitute interchange for Teamsters and Operating Engineers for the purposes of this AGREEMENT.

Section 2. Employees covered under this AGREEMENT, and who are assigned to the Seeley Lake area only, may be assigned to any equipment they are qualified to drive or operate, that is identified under Addenda A and B of this AGREEMENT, or to perform mechanic work that they are qualified to perform. This shall constitute interchange between the Teamsters, Operating Engineers and Machinists for the Seeley Lake operation.

ARTICLE 15 COMPENSATION

Section 1. All full-time employees covered by this AGREEMENT shall be paid for all time spent in the service of the EMPLOYER as provided in Addendum A. Time shall be computed from

the time specified by the supervisor for the employee to report for work until the employee is released from duty.

Section 2. Employees shall be paid for the time required to travel to and from the County Shop Area to the designated place the equipment is parked or tied up.

Section 3. Employees may report directly to the job site if mutually agreed between the parties.

Section 4. Effective in the pay period that includes October 1, 2024 the EMPLOYER will pay a mechanic or welder \$0.50 per hour for receiving and maintaining their first four (4) authorized mechanical certification, through ASE (Automotive Service Excellence) or AWS (American Welding Society) program and \$0.30 for each certification beyond the first four (4) up to a maximum of eight (8). (See Addendum E for list.) Operators and Teamsters who have received the MACORS Road Scholar Certification shall be paid certification pay in the amount of \$0.75 per hour.

ARTICLE 16 SHIFT DIFFERENTIAL

Section 1. Employees assigned to work day shift on a regularly scheduled basis shall be paid fifty (\$0.50) cents above the applicable rate for the work performed when such work is performed prior to 6:00 A.M. or after 5:00 P.M. The shift differential of fifty (\$0.50) cents shall only be applicable to those hours worked prior to 6:00 A.M. or after 5:00 P.M.

Section 2. Employees assigned to work evening shift on a regularly scheduled basis shall be paid one dollar (\$1.00) above the applicable rate of pay for all work performed after 3:30 P.M.

Section 3. Shift differential shall not apply to employees who are called back to work on an overtime basis.

ARTICLE 17 LONGEVITY

Section 1. Longevity compensation will be paid to full-time employees who have completed three (3) years continuous service with the EMPLOYER.

Section 2. Members of the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #400, BUTTE TEAMSTERS UNION LOCAL #2 and MACHINISTS LOCAL # 88 shall receive thirteen dollars and fifty cents (\$13.50) per month after completion of three (3) continuous years of service through completion of ten (10) continuous years of service and sixteen dollars (\$16.00) per month after completion of ten (10) continuous years of service for each full year of continuous service actually worked for the EMPLOYER.

Section 3. Original or increases to longevity compensation shall become effective the first full pay period after the eligible employee's anniversary date.

ARTICLE 18 LEGAL HOLIDAYS

Section 1. Full time employees covered by this agreement shall receive a holiday benefit without loss of pay equal to the number of hours they are regularly scheduled to work, for each holiday set forth in 1-1-216 M.C.A. and listed in this section. Example: employees regularly working 10 hour shifts shall receive 10 hours of holiday benefit; and employees regularly working 8 hour shifts shall receive 8 hours of holiday benefit.

1. New Year's Day, January 1
2. Martin Luther King Jr. Day, the third Monday in January
3. Presidents' 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-wide General Election Day in November of even-numbered years

Section 2. If a legal holiday falls on a Sunday, the following Monday will be considered the holiday. If a legal holiday falls on a Saturday, the preceding Friday will be considered the holiday. When a legal holiday falls on an employee's scheduled day off, the employee shall treat either the last preceding or the next following work day as the holiday. There shall be no regularly scheduled work on holidays or additional days off except in emergency.

Section 3. To be eligible for holiday pay an employee must be in pay status on the last regularly scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday, except that an employee is not eligible for holiday benefits when:

- (1) The employee is a new employee to Missoula County reporting for the first day of work on the day immediately following a holiday;
- (2) The employee is separating from Missoula County with the last day of work on the day immediately before the holiday; or
- (3) The employee is recalled from layoff or is called back to work to a seasonal position on the day immediately following a holiday.

Regular full-time employees who do not receive eighty hours of paid time during any pay period in which a holiday falls shall receive the eight-hour holiday benefit, provided they meet the criteria in paragraph one of this Section. Regular part-time employees shall receive holiday benefits on a pro-rata basis.

Section 4. In addition to the above, any day or days added by the State Legislature as paid legal holidays for public employees will be granted; and any day or days repealed by the State Legislature shall cease to be granted.

ARTICLE 19 HEALTH INSURANCE

Section 1. The EMPLOYER will make group health insurance available to employees covered by the AGREEMENT under the terms of the group health insurance plan generally applicable to County employees.

Section 2. The EMPLOYER will contribute the total single rate of health insurance and make available dependent or family coverage for purchase by the employee.

ARTICLE 20 DENTAL INSURANCE

Section 1. The EMPLOYER will make group dental insurance available to employees covered by this AGREEMENT under the terms of the group dental insurance generally applicable to county employees.

Section 2. The EMPLOYER will contribute the total single rate of dental insurance and make available dependent or family coverage for purchase by the employee.

ARTICLE 21 LIFE INSURANCE

Section 1. The EMPLOYER will provide term life insurance to eligible employees at levels provided all other County employees.

Section 2. An eligible employee may purchase supplemental group term life insurance as made available by the EMPLOYER at applicable group rates.

ARTICLE 22 OPTICAL INSURANCE

The EMPLOYER will make group optical insurance available to employees covered by this Agreement under terms of the group optical insurance generally applicable to county employees.

ARTICLE 23 FLEXIBLE BENEFITS

The EMPLOYER will make the flexible benefits plan available to employees covered by this Agreement under the terms of the flexible benefits plan generally applicable to county employees.

ARTICLE 24 PERSONAL DAY

Section 1. Each employee covered by this Agreement shall be eligible for ten (10) hours personal leave with pay per year.

Section 2. Scheduling of personal leave will be accomplished by cooperation between the employee and supervisor giving consideration to the employee's needs and the needs of the service. Employees must request personal leave in writing to the EMPLOYER with no less than 48 hours' notice. Personal leave scheduling will be on a first-come, first-serve basis and approved dates shall be protected for the employee. Exceptions to the notice requirements in this section may be made for personal or family emergencies. Requests in writing include, but are not limited to, paper forms, e-mail, and text. If the leave is not approved in writing, the employee is not entitled to take leave.

Section 3. There shall be no cash reimbursement for unused leave at any time.

Section 4. Personal leave shall not be subject to accrual from year to year.

ARTICLE 25 EDUCATIONAL POLICY

Section 1. Time off with pay will be granted to any full-time, non-probationary employee to attend job related courses at a public post-secondary educational institution for up to six (6) credit hours per fiscal year. Such educational leave time off must be approved by the department head/supervisor and the Board of County Commissioners or their designee. Missoula County reserves the right to limit the number of enrollees allowed during any fiscal year.

Section 2. Missoula County, upon receiving evidence of satisfactory completion of courses previously approved, will reimburse employees for the cost of books and tuition up to a maximum of two hundred dollars (\$200.00) per fiscal year.

Section 3. Employees who enroll in classes which meet at times other than during the employee's regularly scheduled working hours are not entitled to time off during the scheduled working hours. All outside class work must be accomplished on the employee's own time.

Section 4. In reviewing requests for educational leave and support, the department head/supervisor and Board of County Commissioners or their designee will consider such factors as:

1. Need for training by employee.
2. Extent to which employee's skills and abilities are likely to be increased by the requested education.
3. The potential of the employee to apply the improved knowledge, skills and abilities.
4. Ability of the employee to pass the increased knowledge on to other employees.
5. The length of time and degree to which Missoula County can expect to benefit from the employee's additional knowledge, skills and abilities.

6. Past efforts by the employee to improve their skills, knowledge and abilities.
7. The employee's interest in a career with Missoula County. Individual courses in a program which leads to a degree which is job related will be considered as eligible courses. The same criteria listed above will be used to determine whether the degree is job related.

ARTICLE 26 VACATION LEAVE AND COMPENSATORY LEAVE

Section 1. As provided by state law, each employee will earn vacation leave credits as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>WORKING DAYS CREDIT</u>
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Section 2. For calculating vacation leave credits, only regular hours shall be considered and two thousand eighty (2,080) hours shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. Employees shall not be entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Persons regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employee must immediately report back for work when recalled in order to avoid a break in service in accordance with Article 8 of this AGREEMENT. Compensatory leave accrual is referred to in ARTICLE 11.

Section 3. Persons must be employed six (6) qualifying months before vacation credits may be used. Vacation credits shall not accrue during a leave of absence without pay.

Section 4. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period in accordance with 2-18-611, M.C.A.

Section 5. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. Any balance of vacation leave over two times the maximum number of days earned annually as of December 31 of any given year will be forfeited without pay unless taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. If the employee submits a reasonable request to use the excess vacation leave prior to March 30 of any given year and such request is denied, the employee shall not forfeit the leave and will have until the end of the calendar year to use the excess vacation leave. Upon termination of employment with the EMPLOYER, any employee who has worked the qualifying period will be paid for any unused vacation leave credits at the rate of pay in effect at the time of termination.

Section 6. Scheduling of vacation leave and compensatory leave will be accomplished by cooperation between the employee and road supervisor giving consideration to the employee's needs and the needs of the service. Employees requesting vacation leave and compensatory leave whose duration is less than one (1) week shall be provided to the employer with no less than 48 hours' notice. Employees requesting vacation leave and compensatory leave whose duration is one (1) week or greater shall be provided to the EMPLOYER in writing with no less than one (1) week notice. Vacation and compensatory leave requests that provide this notice will be responded to in writing within two (2) business days of their receipt. Vacation and compensatory leave scheduling will be on a first requested basis and approved dates shall be protected for the employee unless a senior employee notifies their supervisor that they exercise seniority over a less senior employee for that period and the request to exercise seniority is made within two (2) weeks of the less senior employee's original request for vacation or compensatory leave. Exceptions to the notice requirements in this section may be made for personal or family reasons and emergencies. Requests in writing include, but are not limited to, paper forms, e-mail, and text. If the leave is not approved in writing, the employee is not entitled to take leave.

Section 7. Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid vacation shall be earned by the employee and not charged as vacation or compensatory leave.

Section 8. Vacation time may be taken in increments of no less than one-half hour.

Section 9. Military service shall be counted towards annual vacation accrual in accordance with M.C.A. 2-18-614.

ARTICLE 27 SICK LEAVE

Section 1. As provided by state law, each employee shall earn sick leave credits from the first full pay period of employment at the rate of one (1) working day per month without restriction as to the number of working days which may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period.

Section 2. An employee may not accrue sick leave credits during a continuous leave of absence without pay. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period the employee is entitled to the sick leave credits earned.

Section 3. Permanent part-time employees are entitled to prorated sick leave benefits if they have worked the qualifying period in accordance with M.C.A. 2-18-618.

Section 4. Full-time temporary and seasonal employees are entitled to sick leave credits provided they work the qualifying period.

Section 5. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one-quarter (¼) of the amount attributed to the accumulated sick leave. Such termination pay will only apply to those credits earned since July 1, 1971. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's regular rate of pay at the time of termination of employment with the EMPLOYER.

Section 6. Sick leave credits may be used as follows:

1. Illness or injury of the employee.
2. Illness, injury or death in the employee's immediate family requiring the employee's personal attendance.
3. Quarantine for contagious disease control, provided certification is obtained from the attending physician.
4. Doctor or dental appointments for treatment of employee's illness, injury or preventive care (including a physical required by the U.S. Department of Transportation). When possible the employee's supervisor shall be notified in writing of the appointment at least forty-eight (48) hours in advance. Requests in writing include, but are not limited to, paper forms, e-mail, and text.
5. To attend or make arrangements for a funeral of a member of the employee's immediate family. Such leave shall not exceed four (4) working days.
6. To attend the funeral of another person at the sole discretion of the department head or his or her designee. Such leave shall not exceed eight (8) hours per calendar year.

Section 7. Immediate family shall mean parents, grandparents, siblings, children or grandchildren of the employee or spouse of the employee or son-in-law, or daughter-in-law, or an individual, though not related by blood, who has been a permanent member of the employee's household.

Section 8.

A. Any illness, medical appointment or emergency which will necessitate use of sick leave shall be reported by the employee to the EMPLOYER as soon as possible, and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record-keeping purposes. Failure to report such leave as soon as possible will result in the absence being considered as leave without pay.

B. Abuse of sick leave shall be cause for dismissal in accordance with this collective bargaining agreement and forfeiture of payment for any accumulated sick leave. Sick leave shall be reported on forms prescribed by management.

Section 9. An employee who has exhausted all accrued sick leave credits may request to use: (1) donated sick leave, in accordance with county policy, (2) annual leave, (3) Family and Medical Leave, (4) compensatory time, (5) personal leave, or (6) leave without pay, to cover additional time off caused by a bona fide illness. Such requests are subject to approval by the Employer.

Section 10. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

Section 11. If allowed by state law, sick leave benefits may be integrated with any workers' compensation benefits payable to an employee so the employee shall receive up to, but not exceed, the amounts the employee would have earned with the EMPLOYER, except for such disability benefits. .

Section 12. Advancing sick leave credits after an employee's sick leave credits have been expended is expressly prohibited.

Section 13. Employees who request in writing and receive supervisory approval in writing to attend local funeral services for a Missoula County employee shall be allowed a reasonable period of time to attend such services without loss of pay and without being required to use paid leave.

ARTICLE 28 UNPAID SICK LEAVE

Section 1. An employee suffering from an illness or disability may take leave without pay in addition to any accumulated sick leave benefits, for the purpose of recovering from such disability or illness in accordance with the following schedule:

A. An employee may take up to one (1) year leave except that any such leave may be extended by mutual agreement between the EMPLOYER and the UNIONS.

B. An employee on unpaid sick leave as outlined in this Article who returns to work within the time-frame outlined in "A" above shall be required to work continuously for a minimum period of three (3) consecutive months full-time before being eligible for an additional leave for the same illness or injury, except that additional leave may be granted for a relapse of the same illness or injury provided that medical certification is furnished by the attending physician. The EMPLOYER reserves the right to demand medical certification concerning the condition from a physician selected by the EMPLOYER. An employee who fails to return to full-time continuous employment within the time frames outlined in "A" above or who fails to comply with this section may be terminated by the EMPLOYER.

Section 2. The EMPLOYER retains the right to temporarily fill any vacancy caused by a medical leave of absence of more than 30 days with a qualified candidate of the EMPLOYER'S choice.

Section 3. The EMPLOYER retains the right to require medical certification of any unpaid sick leave utilization.

Section 4. If an employee takes unpaid sick leave as a result of injury or illness unrelated to the employee's work, the employee shall not be entitled to any Employer contributions to benefits except that the employee may continue to retain County insurance coverage provided that 100

percent of the premium amount is paid by the employee in a manner prescribed by the Plan Administrator.

Section 5. The County will continue to pay the Employer share of medical benefits for an employee who suffers a compensable Worker's Compensation wage loss at the benefit level in effect at the time of the injury. This contribution will cease at the earliest of the following circumstances: the employee returns to work; the employee is no longer eligible for Worker's Compensation wage benefits; the County has paid the County share of medical benefits for 120 days. This Employer contribution applies only to the County share of medical benefits costs. The employee must continue to pay their share of the premium in a manner prescribed by the Plan Administrator. An employee may continue dental and/or optical benefits provided that the full premium amounts are paid in accordance with guidelines set forth by the Plan Administrator.

Section 6. In accordance with state law, hours lost as a direct result of an injury covered by Workers' Compensation will be credited against the statutory waiting period. The employer may require medical certification to establish a direct connection between the hours lost and the covered injury.

ARTICLE 29 FAMILY & MEDICAL LEAVE

Section 1. Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time or other appropriate paid leave or leave without pay, for necessary absences for purposes such as adoption, foster care, paternity leave, infant or child care, elder care, or of other members of the employee's immediate family, or serious health condition that makes the employee unable to perform the essential functions of the employee's job. The EMPLOYER shall provide Family and Medical Leave as required by Federal Law.

ARTICLE 30 MATERNITY AND PAID PARENTAL LEAVE

Section 1. In accordance with Section 49-2-310, M.C.A., it shall be unlawful for the EMPLOYER to:

1. Terminate a woman's employment because of her pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

Section 2. The EMPLOYER will provide paid parental leave for up to six consecutive work weeks in a calendar year, commencing with the birth of a child or placement of a child for adoption. Paid Parental Leave (PPL) will run concurrently with Family and Medical Leave. Employees must have been employed at least 180 consecutive days to be eligible for this paid leave benefit. Requests to use PPL should be submitted in writing to the employee's supervisor and Human Resources Department with as much advance notice as possible PPL must be exhausted before use of other paid leave or leave without pay. When a holiday falls during an employee's PPL the employee will be paid for the legal holiday instead of PPL.

ARTICLE 31 MILITARY LEAVE

Section 1. An employee who is a member of the organized militia of the state of Montana 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 at least six months, shall be given leave of absence with pay accruing at a rate of 120 hours in a calendar year for performing military service. This leave will not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year, but may not exceed a total of 240 hours in any calendar year. Reinstatement privileges of employees who have been inducted into military service as provided for under State law will be followed. Military leave shall not be used for week-end drills.

ARTICLE 32 JURY DUTY AND WITNESS LEAVE

Section 1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as the result of the service and forward the fees to the appropriate accounting office. Jurors fees shall be applied against the amount due the employee from the EMPLOYER. However, if an employee elects to charge their juror time off against their annual leave he/she shall not be required to remit to EMPLOYER any Jurors Fees paid them by the court. In no instance is an employee required to remit to their EMPLOYER any expense or mileage allowance paid him/her by the court.

Section 2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from EMPLOYER. However, if an employee elects to charge their witness time off against their annual leave, he/she shall not be required to remit their witness fees to the EMPLOYER. In no instance is an employee required to remit to EMPLOYER any expense or mileage allowances paid him by the courts.

Section 3. EMPLOYER may request the court to excuse employees from jury duty if they are needed for the proper operation of the EMPLOYER.

ARTICLE 33 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance is defined as any dispute involving the interpretation, application, or alleged violation of a provision of this AGREEMENT. Grievances or disputes which may arise shall be settled in the following manner:

Step 1. Within ten (10) working days after its occurrence, the aggrieved party shall discuss their complaint with their supervisor and/or Department Head. Within ten (10) additional working days the supervisor or Department Head will reply to the complaint. The employee may have his UNION representative present.

For the purposes of steps 2 and 3 of this article, the date that email notice is sent will be used to begin the calculation of time for that step. The UNION will maintain a list of current email addresses on file with the Director of Human Resources for the EMPLOYER to use for email notification.

Step 2. If the grievance is not settled satisfactorily at Step 1, the grievance shall, within ten (10) additional working days, be e-mailed by the UNION to the Department Head. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Head shall have ten (10) additional working days after receipt of said e-mail to respond to the complaint in writing by e-mail.

Step 3. If the grievance is not settled satisfactorily at Step 2, the grievance shall, within ten (10) additional working days, be appealed in writing, through the UNION to the Board of County Commissioners in an e-mail. The Board of County Commissioners shall have ten (10) additional working days after receipt of said e-mail to respond to the complaint by e-mail.

Step 4. If the grievance is not settled satisfactorily at Step 3 within 10 additional working days, a conciliation meeting shall be held with the parties involved as a final attempt to settle the dispute prior to proceeding with arbitration. Participants in the meeting may include one (1) County Commissioner, the Chief Administrative Officer, Human Resources Director, Department Head, County Engineer, Road and Shop Manager, Union Business Agent, Union Steward, aggrieved Union Member(s), and other Union representation.

Step 5. Any dispute which has not been resolved by the above grievance procedure shall be submitted to arbitration by the aggrieved party, providing it is submitted within ten (10) working days after the conciliation meeting in Step 4. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Both parties shall immediately request a list of five (5) qualified names from the Federal Mediation and Conciliation Service (FMCS). The flip of a coin shall determine who shall strike the first name, then shall continue alternately until one name is left and that person shall be designated the Arbitrator. 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 Arbitration 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. 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.

Section 2. If a grievance is not presented within the time limits set forth above, it shall be considered waived. Time limits in each Section 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.

Section 3. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs of such transcript.

ARTICLE 34 SEASONAL EMPLOYEES

Section 1. A seasonal employee performs work that is interrupted by the seasons, and may be recalled to work without losing rights or benefits accrued during the previous season. A seasonal employee is placed in active employment status during the seasonal activity and is then placed in inactive status until the succeeding season.

Section 2. Seasonal employees shall not be eligible for membership in the Missoula County Insurance program but shall be eligible for other benefits as required by state law.

Section 3. Seasonal employees shall be allowed to operate any equipment except that a seasonal help employee shall not be allowed to operate equipment on regular basis when a qualified full-time regular non-probationary employee is readily available to operate such equipment.

Section 4: For seasonal employees, time in "active status" will be used: to calculate seniority (Article 8); to calculate longevity (Article 18); and to determine the end of probation (Article 6). A seasonal employee will otherwise be considered to be "continuously employed" by the EMPLOYER unless the employee is voluntarily or involuntarily terminated.

ARTICLE 35 TRAINING

Section 1. Missoula County will provide a method which will afford Department of Public Works employees covered by this AGREEMENT opportunities to improve any skills necessary to perform the duties required. Nothing in this provision will exclude an employee from requesting to be trained at any time.

Section 2. An employee may be designated a "trainee" only upon mutual consent of the employee and the Supervisor. In the event it is necessary to limit the number of trainees, the most senior employees shall be given preference.

Section 3. The designation of "trainee" shall apply only for a maximum of forty-five (45) calendar days. No employee may be designated as "trainee" on more than one (1) piece of equipment at a time. Additionally, an employee may not be designated as "trainee" on more than two (2) pieces of equipment during any single (1) year.

Section 4. The Supervisor with the assistance of the Assistant Road Maintenance Supervisor, shall evaluate the performance of the "trainee" at the end of each ten (10) working days of the training period, and shall provide a written report of the evaluation to the "trainee". At the option of the Supervisor, evaluations may be performed more often than above if circumstances require. No final evaluation shall be given until the employee completes at least thirty (30) working days of training.

Section 5. During the training period, the EMPLOYER shall make all reasonable efforts to provide the "trainee" with opportunities to learn the designated skills, consistent with the work demands of the EMPLOYER and the availability of the equipment.

Section 6. At the end of the training period the Supervisor, after consultation with the Assistant Road Maintenance Supervisors, shall certify as to the skill level of the individual, and if the skill level developed is satisfactory, shall enter the name of the "trainee" as eligible for assignment to the particular equipment consistent with the other provisions of this AGREEMENT.

Section 7. In the event that the evaluation in Section 6 above, or any evaluation performed in Section 4 above, is adverse, the Supervisor may, at their option, terminate the training program. In that event, the employee shall return to the status held prior to being designated as "trainee" without loss of benefits.

Section 8. Assistant Road Maintenance Supervisors shall be assigned responsibility for the training of unit members, whenever possible. Other unit members may assist in training dependent upon availability and skill level. The Supervisor shall be responsible for evaluation and instruction of employees, as required.

ARTICLE 36 WORKING SUPERVISORS

Section 1. The positions identified in this section shall be entitled Working Supervisors.

A. Assistant Road Maintenance Supervisors

Section 2. The positions identified in Section 1 of this Article shall be considered part of the bargaining unit and entitled to all the rights, benefits, duties, and responsibilities of such members except:

A. Working Supervisors shall be entitled to overtime pay at the applicable rates only for time actually worked.

B. Working supervisors shall be appointed based on qualifications and capabilities.

ARTICLE 37 SUPERVISORS

Section 1. The position of Road Maintenance Supervisor, Road and Shop Manager, and Fleet Manager shall be excluded from the bargaining unit. However, the Road Maintenance Supervisor and the Road and Shop Manager shall be permitted to:

- A. Operate equipment during overtime situations when unit members are not available through the normal call out procedure.
- B. Operate equipment in emergency situations. The term "Emergency" shall be strictly construed, so as to protect, consistent with the protection of the health, safety and welfare of the general public, the rights of unit members under this AGREEMENT.

ARTICLE 38 OTHER CONDITIONS OF EMPLOYMENT

Section 1. Employees shall be reimbursed for all reasonable costs incurred for lodging and subsistence, in accordance with the Missoula County travel policy, when they are required to stay away from home.

Section 2. In the event the EMPLOYER requires the permanent transfer of an employee in a given job classification to another work location, in a given job, or in the event a vacancy occurs, volunteers will first be solicited. If no qualified employee volunteers for the permanent transfer, the assignment will be made to the least senior qualified employee, or the EMPLOYER may open the vacancy for recruitment. This does not apply to disciplinary transfers, which shall be covered in Article 9, Section 1.(A), or transfers made for safety, medical or emergency reasons.

Section 3. If an employee is required to submit to drug and alcohol testing based on a Reasonable Suspicion determination by the Employer, the employee will be placed on paid administrative leave pending the results of such tests. If test results are negative, indicating no drug or alcohol presence, the employee will be returned to work at the earliest opportunity. If test results are positive for drug or alcohol, the employee's own leave, vacation, compensatory or personal leave will be charged for the absence and the applicable provisions of the Employer's policy on drug and alcohol testing for CDL holders will be applied.

Section 4. A Public Works Road Safety Committee will be established which will include at a minimum the Missoula County Safety and Training Coordinator and a member of each craft participating in this agreement. The EMPLOYER and the UNION will each select a co-chair for the committee and meetings will be set regularly and will be facilitated by the Co-Chairs. Any member may contribute items for discussion. All Employees shall have the right to submit notices, in writing, of any hazardous or unsafe working condition to the committee or to their supervisor. The EMPLOYER shall acknowledge and respond to such notice, in writing, to the employee submitting the notice.

ARTICLE 39 LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be a labor-management committee consisting of at least two (2) union members from any of the bargaining units and at least two (2) management representatives. The committee shall meet every other month and/or upon the request of either party to discuss matters of mutual concern. This is not to be considered part of the established grievance or negotiations procedures.

ARTICLE 40 VIDEO CAMERAS AND GPS

Section 1. To provide a safe, secure workplace for employees, and to protect the Employer's investment in equipment, the parties agree to the following regarding the use of video cameras in the workplace. All recorded video will be stored for 30 days or in compliance with state law, unless the video can be used by law enforcement as the basis for or in support of an investigation of illegal activity.

Section 2. The use of cameras and GPS in vehicles shall be allowed with the following conditions.

- a) Vehicle cameras shall have access to the system administered by the Technology Department who shall secure and maintain the data collected and set up accounts for access to recorded videos.
- b) Vehicle cameras shall be placed as to record activities outside the vehicle either through a front and/or rear mount. Vehicle cameras shall only record activities outside the vehicle and shall not be placed so that the driver/operator is recorded inside the vehicle.
- c) The Chief Public Works Officer and Assistant Public Works Director shall have access to review videos for the purposes of maintaining safety of the employees and the public, including defending claims against the county.
- d) Video recordings and GPS may only be used for the purposes of ensuring the safety of employees and the public and must have the approval of the Director of Human Resources or the Chief Administrative Officer to be downloaded. A copy shall be provided to the Union representatives only to the extent that such data is necessary to dutifully represent the employee.
- e) Videos may be used for training purposes with the consent of the employee who was operating the vehicle during the recording.
- f) The Employer shall not record audio.

Section 3. The use of cameras in buildings shall be allowed with the following conditions:

- a) Cameras will be installed at the discretion of the Chief Public Works Officer in plain sight and marked with signs indicating that video surveillance is occurring.
- b) Cameras will only be used to document and deter illegal activity at the county facilities or where county property is located.
- c) Cameras will not be used to monitor work/break areas or used to discipline employees performing work-related activities in work/break areas.

- d) Cameras will be pointed towards areas to capture entry/exit and hallways but not towards employee work/break areas.
- e) Cameras will be administered by the Technology Department who shall secure and maintain the data collected and set up accounts for access. Only the Chief Public Works Officer shall have access to the video recordings. The Chief Public Works Officer may share video information from the cameras with Public Works supervisors on a case-by-case basis only if the video is relevant to an ongoing investigation by law enforcement for illegal activity.
- f) Under no circumstances will direct access be provided to county supervisors for the purpose of monitoring employee work areas or activities.
- g) Cameras installed will not record audio.
- h) If any recording is to be used in support of, or as the basis for an investigation into illegal activity, or safety issues involving any employee represented by the Union, the Union representative shall have access to the video only to the extent that such data is necessary to dutifully represent the employee.

Section 4. All employees have a right to obtain any and all data recorded by cameras or GPS devices covered by this article collected on them and the right to have personal data rectified. The Employer shall have two (2) weeks from the request date to provide the information requested by the employee.

Section 5. The Employer shall not utilize video cameras, GPS, or other surveillance technology beyond that specified in this article, at public works facilities, or in public works equipment, without the informed consent of the Union.

ARTICLE 41 EMPLOYER EMERGENCY COMMUNICATIONS

Section 1. In order to communicate with employees around emergency events that might impact the employees worksite, adjacent worksites, or the employees ability to report to work, the Employer will provide communication through either the use of a smart phone app, County email, or text (sms/mss) messaging. In order to facilitate these communications employees are strongly encouraged to provide a cell phone number to the Employer for the purposes of these communications. Employees who elect not to provide a cell phone number, or fail to update the Employer of cell phone number changes, recognize that the Employer may not be able to communicate emergency messages to them, including during active emergencies occurring at their worksite.

ARTICLE 42 SEVERABILITY

Section 1. If any article, paragraph, subdivision, phrase or other portion of this AGREEMENT is determined or declared to be contrary to or in violation of any Federal or Montana law, the remainder shall not be affected or invalidated.

ARTICLE 43 TERM OF AGREEMENT

Section 1. This AGREEMENT shall become effective and be in force from July 1, 2024, and shall remain in full force and effect to and including June 30, 2026, This Agreement shall remain in effect from year to year after June 30, 2026, unless one of the parties serves a written notice of proposed changes upon the other party on or before March 1, 2026. Both parties agree to meet regularly at reasonable times and places.

ARTICLE 44 EMBODIMENT

Section 1. It is agreed by the parties who have hereto executed this AGREEMENT that this contract sets forth the entire AGREEMENT between the EMPLOYER and the UNION and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals and, therefore, for the term of this contract no further collective bargaining shall be had upon any provision of the AGREEMENT, except as provided in this AGREEMENT, unless mutually agreed to by both parties, nor upon any proposal which was offered and discussed but was not made a part of this AGREEMENT. Furthermore, there shall be no verbal or written agreement between the EMPLOYER and the UNION in violation or contravention of this contract.

ADDENDUM A

Effective June 23, 2024 – 5.0% Base Wage Increase

TEAMSTERS

<u>LEVEL</u>	<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
II	Road Maintenance Worker Probationary and Seasonal Road Maintenance Worker	\$34.13

Following are examples of equipment used by employees in the Road Maintenance Worker classification. Such equipment includes, but is not limited to:

Trucks
Paint Stripping Equipment
Hooker on Chipper
Farm Type Tractor
Rock Rake
Salt Truck
Bridge Snow Removal Equipment
Snow Plow
Jack Hammer
Sander
Water Truck

Sign Machine
 Low Boy Truck – under 3 tons
 Tarpot*
 Screening Plan
 Distributor Truck
 Distributor*
 Athey
 Paving Machine
 Paving Machine Screen
 Paving Raker
 Chipping Machine and Belt
 Crusher
 Back Hoe
 Loader
 Sweeper
 Paint Strip Machine
 Service Equipment
 Farm Type Tractor w/ Side Bar Mower
 Vac-All
 Boom Truck
 Roller
 Dozer
 Crane
 Grade Setting Equipment
 Patrol
 Shovel
 Skidster
 Excavator

NOTE: Operators on the Distributor and Tar Pot shall be provided with coveralls for use during actual hours operating such equipment.

III	Assistant Road Maintenance Supervisor	\$39.13
-----	---------------------------------------	---------

*Base wage will increase another 5.0% on June 22, 2025.

ADDENDUM B

Effective June 23, 2024 – 5.0% Base Wage Increase

OPERATORS

<u>LEVEL</u>	<u>CLASSIFICATION</u>	<u>HOURLY WAGE RATE</u>
II	Road Maintenance Worker Probationary and Seasonal Road Maintenance Worker	\$34.13

Following are examples of equipment used by employees in the Road Maintenance Worker classification. Such equipment includes, but is not limited to:

Trucks
Paint Stripping Equipment
Hooker on Chipper
Farm Type Tractor
Rock Rake
Salt Truck
Bridge Snow Removal Equipment
Snow Plow
Jack Hammer
Sander
Water Truck

Sign Machine
 Low Boy Truck – under 3 tons
 Tarpot*
 Screening Plan
 Distributor Truck
 Distributor*
 Athey
 Paving Machine
 Paving Machine Screen
 Paving Raker
 Chipping Machine and Belt
 Crusher
 Back Hoe
 Loader
 Sweeper
 Paint Strip Machine
 Service Equipment
 Farm Type Tractor w/ Side Bar Mower
 Vac-All
 Boom Truck
 Roller
 Dozer
 Crane
 Grade Setting Equipment
 Patrol
 Shovel
 Skidster
 Excavator

NOTE: Operators on the Distributor and Tar Pot shall be provided with coveralls for use during actual hours operating such equipment.

III	Assistant Road Maintenance Supervisor	\$39.13
-----	---------------------------------------	---------

*Base wage will increase another 5.0% on June 22, 2025.

ADDENDUM C

Effective June 23, 2024 – 5.0% Base Wage Increase*

MACHINISTS

<u>CLASS</u>		<u>HOURLY WAGE RATE</u>
I	Mechanics Vehicle Service Technician	\$34.48
IA	Master Mechanic *2 Master Welder *2	\$34.75

*2. At the discretion of the Department Head one Master Mechanic or one Master Welder or both may be appointed with such appointment being subject to reconsideration at any time. Any actions resulting from this paragraph shall not be subject to the grievance procedure.

*Base wage will increase another 5.0% on June 22, 2025.

ADDENDUM D

1. MECHANICS TOOL CREDIT

Each employee covered by the Machinists' Unit will be allowed a credit of up to \$1,150.00 each year of this Agreement, to defray the cost of tools used in the performance of assigned responsibilities. Prior to such purchase, each request for purchase of a tool must be approved by the Shop Foreman and the Department Head. Any tool purchased shall be kept at the County Shop during the employee's working hours while such employee is employed by the Missoula County Department of Public Works. In the event of employment for less than the full fiscal year, pro-rata will be calculated on the percent of regular time hours worked during the fiscal year in relation to 2,080 hours. No charges against such credit will be permitted during the first sixty (60) days of employment.

Effective October 1 of each contract year, employees may carry over the balance of the previous year's tool allowance into the new contract year but cannot accumulate more than \$2,150.00 in any contract year.

2. PENSION TRUST FUND

The Employer agrees to make contributions, in lieu of wages, to the appropriate Union Pension Trust Fund for each bargaining unit member covered by this Agreement, provided the Union and the Employer have established the terms and procedures for such contributions in a Letter of Agreement between the parties.

Contributions will be made on a per hour basis in the amount authorized by the UNION, subject to the limitations established in the letter of agreement.

Contributions during the term of this Agreement are as follows:

I.A.M.	\$3.50/hr. (effective 11/14/2021)
I.U.O.E.	\$3.00/hr. (effective 01/09/2022)
TEAMSTERS	\$4.00/hr. (effective 11/14/2021)

TEAMSTERS PENSION TABLE

Base Contribution Rate	PEER/84* Contribution	Total Contribution Rate
(2021) \$3.76	\$0.24	\$4.00
(2022) \$3.85	\$0.25	\$4.10
(2023) \$3.94	\$0.26	\$4.20

3. SAFETY GLASSES REIMBURSEMENT

The Employer will provide safety glasses for any employee regularly assigned to work in the Missoula or Seeley Lake shop. Employer will reimburse employees for up to \$200 every two years, for the cost of suitable prescription safety glasses upon presentation of a valid receipt.

The Employer shall reimburse the employee for reasonable costs for replacement or repair of safety glasses, damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined by the supervisor, through investigation, that such loss was incurred in the employee's line of duty.

4. CLOTHING ALLOWANCE

The Employer shall provide each employee \$300 per year as a clothing allowance. The clothing allowance shall be paid in the paycheck for the pay period that includes September 1st of each year.

5. COMMERCIAL DRIVER'S LICENSE REIMBURSEMENT

The Employer will reimburse employees for the fee they pay to the State of Montana to renew their Commercial Driver's License upon presentation of a valid receipt.

ADDENDUM E

Automotive Service Excellence (ASE) Certifications

Auto and Light Truck Series Certifications (A1-A9)

- A1 Engine Repair
- A2 Automatic Transmission / Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/ Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance
- A9 Light Vehicle Diesel Engines

Medium and Heavy Truck Certifications (T1-T8)

- T1 Gasoline Engines
- T2 Diesel Engines
- T3 Drive Train
- T4 Brakes
- T5 Suspension and Steering
- T6 Electrical and Electronic Systems
- T7 Heating Ventilation and Air Conditioning (HVAC)
- T8 Preventative Maintenance Inspection (PMI)

Truck Equipment Certification Tests (E1-E3)

- E1 Truck Equipment Installation and Repair
- E2 Electrical/Electronic Systems Installation and Repair
- E3 Auxiliary Power Systems Installation and Repair

Advanced/Specialty Certifications

L1 Advanced Engine Performance Specialist Test.

Note: this test has prerequisites including A8 Engine Performance

L2 ASE Electronic Diesel Engine Diagnosis Specialist Test:

Note: this test has prerequisites including T2 Diesel Engines and T6 Electrical and Electronic Systems.

AWS (American Welding Society)


- AWS D1.1 4G Fillet weld and break & Macroetch SMAW
- AWS D1.1 4G fillet weld and break & Macroetch FCAW
- AWS D1.1 3G ultimate thickness vertical position SMAW
- AWS D1.1 3G ultimate thickness vertical position FCAW
- AWS D1.1 4G ultimate thickness overhead position SMAW
- AWS D1.1 4G ultimate thickness overhead position FCAW
- AWS D1.1 6GR with restriction ring T-Y and K connections FCAW
- AWS D1.1 6G Corner Macroetch joint T-Y and K connections FCAW

AWS D1.1 3G x-ray rated with backing SMAW
AWS D1.1 6G GTAW (TIG) mild steel ultimate thickness
AWS D1.1 6G FCAW (MIG) mild steel ultimate thickness
AWS D1.1 4F SMAW (Stick) 1" plate
AWS D1.1 QC-1in IB-F/H and TB F/H brazing up to one inch
AWS D1.1 4F 3/8 plate Dissimilar Metals FCAW (MIG)
AWS D1.2 6G GTAW (TIG) Aluminum
AWS D1.3 18 Ga-18Ga 4F
AWS D1.3 18 Ga-18Ga 4g
AWS D1.3 18 Ga-structural 4F
AWS D1.3 Structural to structural 4F
AWS D1.6 3G ultimate thickness vertical position FCAW stainless (FCP 309L)
AWS D1.6 4G ultimate thickness overhead position FCAW stainless (FCP 309L)
AWS D1.6 6G GTAW (TIG) Stainless
AWS D1.6 6G FCAW (MIG) Stainless (FCP 309L)

SIGNATURE PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 8th DAY OF AUGUST 2024.


FOR THE EMPLOYER:
BOARD OF COUNTY COMMISSIONERS


A6ACE081F2505A3A08967F7EBB8C312 readysign
DAVE STROHMAIER, Chair
Board of County Commissioners


13FD51ED69FA2244FFA409545EBDD56F readysign
Josh Slotnick, Commissioner


6F45D36DCC41E9C2B2D512DC93A576B2 readysign
Juanita Vero, Commissioner

FOR THE UNIONS:


6E228AB09B4545FCD26E16CB0CB4B216 readysign
Ben Sharbono, Business Agent
Teamsters Union Local #2


3145FCE4FE87B45240BA0BEE57224232 readysign
Megan Yuhas, Business Agent
I.U.O.E. Local #400


9DDFE3C607D6480D912A88DBD99392A8 readysign
Troy Buhl, Business Representative
I.A.M.