

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE CITY OF MISSOULA AND  
TEAMSTERS UNION LOCAL NO. 2 OPERATORS UNION LOCAL NO. 400

JULY 1, 2023-JUNE 30, 2027

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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 Teamsters Union Local No. 2 and Operators Union Local No. 400 (hereinafter referred to as the Unions). This Collective Bargaining Agreement has as its purpose the promotion of harmonious relations between the Employer and the Unions 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 following Unions as the sole and exclusive bargaining agents for the purpose of establishing salaries, wages, hours, and other conditions of employment for the employees identified herein as being represented by one of the unions recognized herein. For the purposes of defining employee status, definitions found in the City of Missoula Personnel Policy Manual shall apply.

### Street Maintenance Section of the Public Works & Mobility Department

Teamsters Union Local No. 2 and Operating Engineers Local No. 400 are hereby recognized as the bargaining agents for the Street Maintenance Section of the Public Works & Mobility Department employees, except for the Superintendent or Deputy Public Works Director for Streets , supervisors, clerical/office employees, part-time custodial and seasonal employees employed less than three months in any period of continuous employment service. This section will be referred to as "Street Maintenance" henceforth.

### Traffic Services Section of the Public Works & Mobility Department

Teamsters Union Local No. 2 is hereby recognized as the bargaining agent for the employees of the Traffic Service Section of the Public Works & Mobility Department, except for the Superintendent or Deputy Public Works Director for Streets, traffic technicians, clerical workers, custodial workers, work study or student intern workers unless the worker performs bargaining unit work. This section will be referred to as "Traffic Services" henceforth.

## 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

**Union Activities:** No employee shall suffer a reduction in wages, working conditions or change in classification previously enjoyed, which were greater than those contained herein, because of the adoption of this Agreement nor shall the employee be penalized in any manner for any normal union activities.

**Union Membership:** All employees are covered by this Agreement and application for membership in the Union shall be in accordance with State and Federal law. The Employer will remain neutral on all Union Business and will direct all questions about the Union membership to the Union.

Upon written authorization, a Union member will pay to the Union the designated amount. The Employer agrees to withhold Union dues for those employees who so authorize. Monthly dues will be withheld from the first payroll following the end of each month. Each

employee desiring dues check off shall sign an authorization form, furnished by the Union.

**(See Attached MOU for amendments to Vacation)**

Designated union representatives and their local affiliates shall receive reasonable opportunity to provide membership information to union-represented positions during an employee's initial hiring.

**Indemnification of the City by the Unions:** The Unions agree to indemnify and hold the City of Missoula harmless against any and all claims, suits, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the union membership provisions of this Article.

**Employees at the Bargaining Table:** The Employer agrees that one representative from each Union may have leave with pay for work time spent at the bargaining table for actual negotiating sessions with regard to the collective bargaining agreement with the employer.

**On-Site Visits by Union Officials:** Officially designated Union representatives will be allowed access to all work areas to investigate grievances and interview employees as long as their investigation and interview does not unduly interrupt the work being performed in the work area. Whenever possible, designated union representatives shall notify appropriate City Superintendent or section support staff of their intent to access work sites.

## ARTICLE 4 - HOURS OF WORK

Eight (8) hours shall constitute a day's work and forty (40) hours in five (5) days shall constitute a week's work except that in accordance with Section 39-4-107, MCA, management shall meet and discuss the adoption of a forty (40) hour work week consisting of four (4) ten (10) hour days. This meeting shall be held prior to the end of winter shift.

Employees required or permitted to work more than forty (40) hours in a work week or more than eight (8) hours in a day, or more than ten (10) hours in a day for an employee working a "four-tens" schedule, shall receive either compensation for the overtime at the rate of 1 & 1/2 times the employee's regular hourly rate or compensatory time at the same rate. The employee must declare in writing at the time that the overtime is earned whether the employee desires overtime pay or compensatory time. Compensatory time balances may not exceed one hundred twenty (120) hours. Once an employee's compensatory time balance reaches 120 hours, any additional overtime shall be paid at 1 1/2 times of actual hours worked at their normal rate of pay. All overtime and/or compensatory time must be approved by the employee's immediate supervisor.

Employees shall be given eight (8) hours-notice as well as an eight (8) hour break before being rescheduled to an irregular or temporary shift. Any employee rescheduled without proper notice shall be paid at the overtime rate for the irregular or temporary shift. However, if a rescheduling is for more than one irregular or temporary shift, proper notice will be assumed for the remainder of the assignment.

Street Maintenance employees shall report for work each working day, Monday through Friday, unless they have been notified by the Employer not to report to work the following day. The normal work week shall be scheduled for Monday through Friday.

Traffic Services Laborer employees shall report for work each scheduled day within a scheduled work week which normally will be Monday through Friday; but may be Sunday through Thursday upon four (4) calendar days advance notice by employer or upon mutual agreement between employer and employees who will be working the rescheduled shift.

## ARTICLE 5 - CLOTHING AND ALLOWANCES

### Clothing

The Employer agrees to furnish and maintain the following clothing and personal protection equipment (PPE) when appropriate for the position:

Street Maintenance Employees - A list of clothing provided to Street Maintenance employees includes:

- Reflective winter coat (1 coat every two years)
- Orange t-shirts three shirts per year)
- Safety colored hats two per year) and
- Safety/reflective vests

Upon request will supply the following equipment: leather gloves, rain gear, goggles, face shields, ear muffs, hip waders and rubber boots.

Employees shall be responsible to wear appropriate and proper footwear and other clothing and equipment to safely perform their job duties. Clothing allowance is for employee use only.

The Streets Maintenance Employees, FT Traffic Services, and Seasonal Traffic Services sections shall receive a clothing allowance increase to the following rates:

Section	07/01/2023	07/01/2024	07/01/2025	07/01/2026
Streets	\$350	\$350	\$375	\$375
Traffic Services – full time	\$425	\$425	\$450	\$450
Traffic Services – seasonal	\$350	\$350	\$375	\$375

Any clothing or PPE purchased by the employee shall be approved by the direct Supervisor. Employees shall be responsible to wear appropriate and proper foot wear and other clothing and equipment to safely perform their job duties in accordance with City safety policy. Each employee shall submit clothing allowance claims to the City with appropriate receipts indicating that the money for which they are seeking reimbursement is approved for clothing purchases.

Welding gloves will be provided when necessary for work performance.

Reimbursements for clothing shall be paid in the same or following pay period that receipts were submitted.

#### Cell Phone

The Employer agrees to reimburse employees \$45.00 per month during the term of this Agreement for employees' use of personal cell phones for work related purposes. Employees agreeing to receive a cell phone reimbursement shall be required to install and use apps to obtain city information, communicate with City staff, and be connected in the event of an emergency.

Alternatively, the City shall issue a City-owned cell phone, protective case, and screen protector for the duration of the cell phone carrier's agreement (minimum 2 years as of 7/2023).

Employees who wish to move from the monthly stipend to a City-owned cell phone shall notify the Business Operations Manager fourteen (14) days in advance.

Employees shall protect the City-owned cell phone from theft, loss, or damage. If the City-owned cell phone is stolen, lost, or damaged (beyond usability), the employees must notify their supervisor and the Business Operations Manager immediately to secure a replacement. Upon resignation or termination of employment with the City, the employee must return the cell phone to their supervisor. City-owned cell phones will be stored on City property. Employees who elect to use a city-owned city phone will be required to pick up and return the device each work shift.

The City agrees to not solely use cell phone, GPS, or other electronic data to discipline employees. The City must have just cause for the HR Director to request cell phone, GPS and/or computer history data when conducting a formal investigation.

#### Prohibited Uses of City-owned Devices:

The system is not to be used for employee personal gain or to support or advocate for non-City related business or purposes. Incidental and occasional personal use of the system is allowed when such use does not generate a direct cost for the City.

Communications with children, spouses, domestic partners, household members and immediate family must be reasonable and must not interfere with the conduct of official duties.

Solicitation of funds, political messages, and any harassing messages are specifically prohibited.

## ARTICLE 6 - SENIORITY

"Seniority" means a city employee's length of continuous service with their respective section of the City Public Works & Mobility Department for which they are employed and are represented as a member of one of the bargaining units 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 supervisor. A bargaining unit member temporarily promoted to such a supervisory position may continue to earn bargaining unit seniority for up to six (6) continuous months. Any time served as a temporary supervisor after six (6) continuous months shall not be allowed to count toward earned bargaining unit seniority. In the event a temporary supervisor receives a permanent supervisory assignment without having returned to the bargaining unit, bargaining unit seniority earned shall be frozen retroactive to the original date of the promotion to the temporary supervisor position.

A "probationary promotion" is defined as a promotion to fill a non-bargaining unit supervisory 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 supervisor. In the event a probationary supervisor accepts assignment as a supervisor 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 supervisor. Additional instances where a bargaining unit member shall not earn bargaining unit seniority are as follows:

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;

To be absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days will be considered lost time for the accrual of seniority; however, previous service upon reemployment is counted toward seniority;

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;

The employee's continuous service for purpose of seniority shall be broken by voluntary resignation, discharges for justifiable cause, and retirement;

The Employer shall post a seniority roster on July 1 of each year. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made;

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.

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

## ARTICLE 7- WAGES

Classifications and wage rates shall be as negotiated and set forth in the attached pay matrix, Appendix A. In addition, longevity will begin with one full year of service in a position with the Streets Union and increase each year on the employee's anniversary date.

Longevity rates are built into base wages as shown in the attached pay matrix, Appendix A, for each year of this contract.

Certification pay will end with this contract. In exchange for ending the certification pay listed in the previous contract of \$.40/cert for at a minimum of 4 certifications the City will agree to the following: \$2.00 of certification pay is added to FY24 base wage prior to COLA

increase, \$1.00 of certification pay is added to FY25 base wage prior to COLA increase and \$1.00 of certification pay is added to FY26 base wage prior to COLA increase, the addition of certification pay is reflected in the pay matrices in Appendix A. Management may require certain safety and work-related training and will pay for time spent in such required training and any training costs associated with classes when applicable.

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 Manual.

#### Union Pension

The pension contribution in lieu of wages applies to the hourly wages in Appendix A. The Employer agrees to make pension contributions in lieu of wages to the Western Conference of Teamsters Pension Trust Fund PEER 84 Program and the Operating Engineers Central Trust Fund, subject to terms and conditions outlined in letters of agreement between the respective trust funds and the City. The Employer agrees to contribute to these funds (in lieu of wages), whatever amounts are voted upon by unit members each year. The unions agree to notify the employer in writing regarding these amounts sufficiently in advance of payroll implementation of these changes. It is understood that overtime will be calculated by backing out the pension payment prior to calculating the overtime wage. Pension amounts are taken from the base wage amount listed in the pay matrix.

#### Lead Worker Pay

For Street Maintenance Employees, FT Traffic Services, and Season Traffic Services sections, during the time an employee is assigned as a Lead Worker by their supervisor, the employee shall receive additional hourly compensation in accordance with the following schedule, alternative lead worker will receive lead worker pay while filling for vacations, sick time, or comp time.

	07/01/2023	07/01/2024	07/01/2025	07/01/2026
Lead Worker	\$1.25	\$1.50	\$1.75	\$2.00

#### Differential Pay

During the time an employee is assigned to perform specific tasks by their supervisor, the employee shall receive additional hourly compensation in accordance with the following schedule:

Street Maintenance Employees	07/01/2023	07/01/2024	07/01/2025	07/01/2026
Backhoe Operator	\$0.25	\$0.35	\$0.45	\$0.55
Asphalt Raker	\$0.50	\$0.60	\$0.70	\$0.80
Screeed Operator				
Concrete Crew	\$0.50	\$0.60	\$0.70	\$0.80
Paver Operator	\$1.25	\$1.50	\$1.75	\$2.00
Finish Roller Operator	\$1.25	\$1.50	\$1.75	\$2.00
Traffic Services				
Stripping Truck Operator	\$1.25	\$1.50	\$1.75	\$2.00

## ARTICLE 8 - CRAFT INTERCHANGE

Street Division of the Public Works Department Teamster/Operator Interchange: Employees covered under this Agreement who are members of either the Teamsters Union Local No. 2 or Operators Union Local No. 400 may be assigned to any equipment they are qualified to drive or operate that is identified under Article 7, Schedule A and B of this Agreement. This shall constitute craft interchange for Teamsters and Operators for the purposes of this Agreement.

The term "laborers" in this policy shall mean all truck drivers and helpers included in Classification I. The term "operators" shall

mean all positions included in Classification II. The Employer shall maintain a seniority listing of laborers and seven (7) operators based on their continuous service with the Street Division of the Public Works & Mobility Department. The employer shall use the operators on this list to operate equipment shown in Classification II on Schedule "A". If additional operators are needed, the employer will utilize the stand-by operator list as outlined below.

In order to provide a method of assigning laborers to a temporary operator's classification the Employer will also maintain a stand-by operator seniority listing. All laborers will be given an opportunity to sign the standing list on the first working day of November and the first working day of May. Such lists would be effective until new lists are made. As temporary operators are needed, they will be selected from the stand by list in order of seniority. The Employer shall consider truck drivers' seniority, as defined in Article 6, when the employees sign up for the standby operators' list. If in the Department's opinion a laborer's name remains on the stand-by list that refuses to operate any equipment qualified for, or does not operate in a satisfactory manner the designated equipment, the employee's name shall be stricken from the stand-by list for the remainder of the 180-day period.

In case an operator becomes sick or injured, or for some other reason is not able to complete an assigned shift, or if after the regular daily work assignments have been made, employees have been dispatched to their assigned work sites for a minimum of three (3) hours and a replacement operator is necessary, a replacement operator shall be selected on the basis of seniority, ability, and efficiency to perform the work. However, this assignment shall apply only to the remainder of the shift. In situations where all persons on the stand-by list have refused or have not volunteered for a required assignment the supervisor shall offer the assignment to any other person on the laborers list and if no person volunteers, assignments shall be made to those qualified persons by reverse seniority.

Additional general clarifying provisions shall include:

#### Bid Positions

The Employer shall maintain a seniority list, as defined in Article 6, for the purpose of assigning bid positions as described below. All remaining jobs and equipment shall be assigned by the Employer.

Bid jobs positions are those jobs and equipment listed below in which the employees have the right to request assignment based on seniority. These positions will be filled by bid and seniority in accordance with the provisions within this Article.

Sweeping crew during the time period April 1 through November 30- (flusher and sweepers bid separately).

Summer sweeping crew shift work- (flusher and sweepers bid separately).

Winter snow teams on shift work.

Paving crew consisting of six (6) positions- a) paver, b) two screed men, c) roller operator, and d) two rakers.

Five (5) tandem axle trucks (permanently assigned).

Two (2) finish blades (permanently assigned).

Bid jobs for winter snow teams on shift work are for assignment to the crew and not the individual pieces of equipment. A person may hold a bid job for an assigned piece of equipment and still bid on any winter shift.

Equipment assignment shall be made by the supervisor. Additionally, when the Employer rents a paver with operator, management may replace the junior person who works directly in the vicinity of the paver.

Permanently assigned equipment shall consist of five tandem axle trucks and two finish blades. A person cannot be bumped from an assigned piece of equipment until they step down of their own free will. If a tandem axle driver position becomes available, it shall be filled utilizing the bid job process. If the Finish Blade Operator I position becomes vacant, it shall be bid as a permanent position. Testing will be conducted involving all bidders. Equal hands-on testing will be given to all bidders and will be graded by management. If Finish Blade Operator II position becomes vacant it may be filled by the current employee in the Finish Blade Operator I position, provided the current employee has been in the designated Finish Blade Operator I position for a minimum of two years or has demonstrated the ability to perform the duties as demonstrated through a field test. Employer reserves the right to select the employee it determines to be the most qualified for the position.

Job bidding times are April 1 and November 1 each year.

All bid jobs on either April 1 or November 1, or which become vacant after April 1 and November 1 assignments are made, will be filled by seniority with qualifications through the bidding process, with the understanding that if the individual filling the position leaves

another assigned position, the individual shall have thirty (30) calendar days to return to their prior position; or if past thirty (30) calendar days, the individual cannot return to the prior position unless there is a vacancy in the prior position, which at that time if vacant, the person would have to go through the job bidding process. Bid jobs and vacancies shall be posted within 5 working days of the vacancy, posted for a period of 5 working days and awarded within 5 working days after close of the posted period.

All bid requests shall be submitted to the Street Superintendent(s), rather than be indicated on, or attached to, the bulletin board announcements.

Sign-up sheets will be issued to all personnel at least five (5) working days prior to April 1 and November 1 each year with number preferential sequence for what equipment or position they would like to work at or learn to work at. However, while sign-up sheets for all operators of equipment are to be submitted, assignment of employee operators to equipment is not required to be based on these sheets, but will be considered in making assignment decisions. Leased equipment shall be assigned at management discretion if the lease equipment owner/company does not provide its own operator.

Disqualification of individuals whom management feels are not qualified to operate a certain type of equipment or bid position shall be in writing to prove such disqualification. However, management has the right to suspend such individual from that piece of equipment pending such written action and rebuttals.

Management has the right to assign who it feels is best qualified to Lead Worker positions without regard to seniority or any individual's preference.

If a bid job is not bid, it shall be filled by reverse seniority with qualifications. Employer reserves the right to revert to reverse seniority by selecting who it feels would be best qualified for the bid position.

If an individual/employee chooses to withdraw a bid on a posted bid job, they can do so in the 5- day period of the posting of that bid job.

Promotions: For purposes of making permanent promotions from the laborers list to operator classifications, those names appearing on the stand-by list shall be considered in order of seniority and qualifications. The supervisors shall judge the person's ability to operate all of the City equipment and shall be required to document their judgment. If in the opinion of the supervisors there are no persons on the stand-by list who meet the necessary qualifications, the Employer shall have the right to fill the vacancy from the remaining laborers in the Section or recruit from any outside source.

Employees promoted to operator classification who for health or other reasons wish to return to their former classification may do so at any given time within ninety (90) days after being promoted to the operator classification if the employee gives the Employer at least two (2) weeks-notice of the desire to return to their former classification and the employee's return to the former classification will not result in the Employer having to hire any additional personnel with the Street Maintenance Section in order to satisfy the employee's desire to return to their former classification.

## ARTICLE 9 – LAYOFFS

Street Maintenance-Teamsters and Operators: 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. However, the classification five, Finish Blade Operator II, shall not be subject to the provisions of this section.

Traffic Services: If, due to shortage of work or funds, or change in the organization, it becomes necessary to lay-off any employee, they will be laid off by seniority within classification. Recall shall be in reverse order of lay-off.

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. The employer may recall laid off employees by telephone for winter storm callback as it is able to locate

them by attempting to locate them in reverse order of layoff and a seventy-two (72) hour letter provision and its accompanying timely respond provision are hereby deemed waived and not applicable

## ARTICLE 10 -EMERGENCY CALL BACK AND OVERTIME

**Winter Call Back Provisions-Street Maintenance Teamsters and Operators:** In order to have employees available to respond to winter street conditions on weekends and work needed outside of regular scheduled shifts, the Section shall establish a rotating stand-by list of qualified employees to operate the necessary equipment. Employees shall be assigned to the list according to ability and seniority on a "volunteer first" basis. Any employee on the standby list who does not respond or refuses a call to work without an acceptable reason will be subject to disciplinary action in accordance with this agreement and City policy, suspended from future assignments for the remainder of the winter. Employees actually placed in weekend stand-by status shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour for each twenty-four hour period of the weekend. Employees who are called to work while on standby status shall not forfeit any of the standby compensation. Weekend and holiday call out will be accomplished on a rotational basis, i.e. senior employee assigned to stand by will be called out the first day. The second employee will be called out first the second day, if only one person is needed for call out. This rotational system will be employed for all call out situations to spread overtime opportunities and maintain safe operations.

As it becomes necessary to call out personnel to operate equipment during weekends or after scheduled shifts (other than those on stand-by), residency within an area where response time can be achieved by actually reporting to work within forty-five (45) minutes of callback, no matter what the weather and road conditions are, will be the deciding factor. Pursuant to the application of this deciding factor, overtime shall be offered on a seniority basis to employees eligible for callback, except the bid-blade position, which shall be offered to those employees whom currently hold such Blade Bids.

During winter months, regular scheduled shifts the employer may hold over a regularly scheduled crew in lieu of calling out additional non-scheduled employees. If additional employees are needed during the work week, employer will assign overtime by seniority providing the hold-over of regularly scheduled personnel is for less than two (2) hours extending into a scheduled stand-by period. If it is anticipated that a job will require more than two (2) hours, standby personnel will be called out. Stand-by periods will commence at the end of the last regular work week shift and will end at the start of the first regular work week shift.

**Emergency Winter Call Back Provisions:** If, because of extreme winter street conditions, the Mayor or City Council declare that an emergency condition exists, the Employer shall have the right to call out employees without regard to the stand-by list, operator preference, or the eight (8) hour notice provisions. The Employer shall also have the right to take any other action to meet the manpower and equipment needs it may determine necessary to handle the emergency. A notice of the emergency condition shall be posted as soon as possible. Also, a notice terminating the condition will be posted.

**Traffic Services:** If it becomes necessary to work employees other than scheduled shifts, work shall be assigned according to (1) Seniority, (2) Ability, and (3) Section.

**Traffic Services Seasonal workers** will receive stand-by pay for snow removal in the amount of five dollars (\$5.00) per hour between the hours of 5:00 a.m. and 9:00 a.m. each weekend day and holiday.

**All Sections:** Employees called out for work on assigned days off or employees reporting for scheduled work shall receive a minimum of four (4) hours work or four (4) hours pay. Employees are guaranteed two hours, 30 minutes (2.5 hours) of overtime pay if called back for work or asked to stay after the regular scheduled workday. Employees are guaranteed four hours, 30 minutes (4.5 hours) of overtime pay if called on their regular day off. An employee's regularly scheduled workday concludes at the end of their scheduled shift on the last day for their scheduled work week. If an employee is called back 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. All overtime pay is paid at time and one-half.

**Overtime Policy, All Sections:** Overtime will commence at 7 minutes past the scheduled shift time and will be paid in 30 minute intervals. All overtime must be authorized

## ARTICLE 11 – 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 12-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 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;
6. Independence Day, July 4;
7. Labor Day, the first Monday in September;
8. Indigenous People's Day, the second Monday in October;
9. Veterans' Day, November 11;
10. Thanksgiving Day, the fourth Thursday in November;
11. Christmas Day, December 25;
12. State general election day on the first Tuesday after the first Monday of November of even numbered calendar years.

Street Division employees will take their general election day on the first Monday of November of 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 regularly scheduled to work eight-hour shifts during pay periods in which a holiday occurs shall receive eight (8) hours holiday pay. Employees who are regularly scheduled to work ten-hour shifts during pay periods in which a holiday occurs shall receive ten (10) hours holiday pay.

## ARTICLE 13 - HEALTH INSURANCE

Section 1. The City shall provide the same medical and dental insurance benefits as provided to other City employees under the City's self-funded health benefit plan.

Section 2. Effective January 1, 2024. the Union agrees to accept increases in employee only, spouse/partner and/or dependent(s) contributions, up to a maximum of twenty-five dollars (\$25) per month total per plan year provided these increases/plan changes are approved by the City Council and in effect for all other City employees and provided further that the City's contribution increase is, at a minimum, the same increase apportioned to the employee.

Section 3. The Parties agree to negotiate, during the term of this Agreement, health benefit plan design changes that result in added plan design cost for the employee (such as deductible, out of pocket max and co-insurance) prior to approval by City Council. The City shall notify the Union when changes to benefit plan design are being considered. Further, the Parties agree to meet and confer, at the request of either party, if the plan consultant is projecting the need for a significant increase to contribution rates.

Section 4. Upon expiration of this Agreement, insurance coverage, out-of-pocket maximums, deductibles, benefit levels and employee contributions shall not be changed without first engaging in collective bargaining.

Section 5. The City agrees to work with the Union on premium and benefit issues through the Employee Benefits Committee (EBC). The Union shall appoint one (1) bargaining unit member to the EBC. It shall be the EBC Chair's duty to notify the Bargaining Unit representative of all EBC meetings.

## ARTICLE 14 - LEAVES OF ABSENCE

## **(See Attached MOU for amendments)**

As provided by state statute, vacation and sick leave credits are earned at a yearly rate calculated in accordance with Montana Code Annotated (MCA), which applies to the total years of an employee's employment with any Montana state, city, county or any political subdivision of the State of Montana whether the employment is continuous or not.

### **Vacation Leave**

An annual vacation calendar for each division 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. Requests 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 Superintendent and/or the Supervisor and employee on a first come first serve basis.

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 in any way without mutual agreement between management and any or all affected employees unless the Mayor or City Council declares that an emergency exists.

### **Sick Leave**

Accumulated sick leave credits may be used for family leave. If an employee does not have sufficient sick leave credits or vacation leave credits accumulated, the employee may request leave without pay status.

Family leave time off shall be offered in accordance with the procedures described in Section 06-08 (Leave of Absence) in the City Human Resources Policy Manual.

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

Sick leave will be granted for up to ten (10) days for an employee to attend or make arrangements for the funeral of parents, grandparents, siblings, children, grandchildren of the employee or the spouse of the employee, or son-in-law or daughter-in-law, or any individual, though not related by blood, who has been a member of employee's household. Sick leave may be used in increments of thirty (30) minutes for appointments with physicians and dentists.

### **Jury Leave**

Each employee who serves as a juror shall collect all fees payable as a result of the service and forward the fees to the Employer to be applied toward the employee's pay for the period off duty. Employees shall not lose pay or other benefits because of jury service. In the event an employee is excused by the Court before the end of the working day they shall report for work to complete the day. The employee shall have a reasonable amount of time to change clothes.

If the employee elects to charge time as juror against vacation time, they shall not be required to remit fees to the Employer, nor to report for work if excused during the day.

The employee may retain any mileage or meal allowances allowed as a juror.

### **Other Leave**

The employer agrees to offer other types of special leave benefits such as paid parental leave, volunteer leave, military leave, FMLA, donated leave and public office leave found in the City's Administrative Rule #4/Human Resources Policy Manual. If the City changes such policies in a way that decreases the benefit the City will agree to meet with the Unions to negotiate such changes.

### **Union Donated Leave**

Streets Union members may access Union Donated Leave if they qualify for such leave under the City Policy, but have either exhausted the maximum amount allowed in that policy OR they request leave and the bank does not have enough to donate. In these cases, if the union member wishes to access Union Donated Leave, they shall complete the Union Donated Leave form (see appendix to this CBA) and submit it to the Human Resources Department.

## ARTICLE 15 - HEALTH AND SAFETY COMMITTEES

Joint labor-management Health and Safety Committees shall be established in each section that comprise both supervisors and labor representatives.

These committees' functions may include:

- Identifying existing or potential safety and health hazards;
- Reviewing the City of Missoula's accident, injury or occupational illness (workers' compensation) or other relevant data;
- Assessing existing health and safety policies, practices, activities, rules, guidelines, communications and training programs;
- Recommending changes or improvements to appropriate City of Missoula division or department heads; and/or
- Any other issues that the supervisors and labor representatives mutually agree to discuss.

The Health and Safety Committees shall meet at mutually agreeable times and places. Upon mutual agreement, these committees may involve or interact with other health and safety committees, or may invite participation by other individuals or groups.

## ARTICLE 16 - GRIEVANCE PROCEDURE

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 five (5) working days after its occurrence, the aggrieved party shall discuss the complaint with the Division Superintendent or the Superintendent's designee. Within five (5) additional working days the division head will reply to the complaint. The employee may have a Union representative present.

Step 2: If the grievance is not settled satisfactorily at Step 1, the grievance shall, within ten (10) additional working days, be submitted in writing, through the Union to the Director of Public Works. 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 Director of Public Works and Mobility shall have ten (10) working days to respond to the grievance in writing.

Step 3: If the grievance is not settled satisfactorily at Step 2, the grievance may, within ten (10) additional working days, be submitted in writing to the Mayor, or designee, and the Human Resources Department. The written materials shall include the nature of the grievance, the facts on which it is based, provisions of the collective bargaining agreement allegedly violated and proposed remedies. Within ten (10) working days from date of receipt, a conciliation meeting will be held with the parties involved as a final attempt to settle the dispute prior to proceeding to the next step of the Grievance. The Mayor, or designee, shall within ten (10) additional working days after the conciliation meeting is held, respond to the grievance in writing.

Step 4: Any dispute which 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 response from the Mayor or designee is received. The aggrieved party shall notify the other party in writing of the matter to be arbitrated. 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 take turns, each striking one name in alternate order for a maximum of two (2) names removed by each party, and the remaining shall be the arbitrator. A coin toss will determine which party strikes 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 by the union within the time limits set forth above, it shall be considered waived. If the Employer does not reply in a timely manner, the Union is considered to prevail.

A time limit in each Step may be extended by mutual written agreement, with advanced notice, of the Employer and the Union. Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

## ARTICLE 17 -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 18-DISCRIMINATION

The Employer agrees to not discriminate against any employee for activity in behalf of, or membership in, the Union. The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital or familial status, race, ancestry, color, handicap, religion, creed, national origin, socioeconomic status, criminal conviction history, physical condition, genetic information, vaccination status, sexual orientation, gender identity and/or gender expression or political ideas 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 19-SPECIAL PROVISIONS

Street Maintenance Teamsters and Operators: Roller operators shall not be required to work a regular shift which differs from the rest of the employees.

The Employer agrees to furnish a locker for each employee.

The Employer agrees there shall be either two (2) personnel or one (1) employee with radio on all vehicles working in the following localities: Farview, Hillview Heights, High Park, Grant Creek and Rattlesnake areas. The Employer also agrees, when radios are used, the radios will be monitored.

Rest Breaks: Each employee shall be entitled to a total of two daily fifteen (15) minute rest breaks during each work day's work shift. Whenever possible employees shall take rest breaks at their work site where their work is being performed.

Supervisors' Operation of Equipment: Street Maintenance Supervisors/Superintendent who are excluded from the bargaining unit shall be permitted to:

Operate equipment during the normal working hours to facilitate the operations of the Employer in the areas of training and instructing employees, testing equipment, taking equipment to and from a job site, temporarily filling in for an employee who is temporarily attending to authorized personal needs or business related to employment with the Employer, and operating equipment in emergency situations and during overtime situations when unit members are not available through the normal call-out procedure.

It is understood that they will not operate equipment to the detriment of the bargaining unit and, except in a valid emergency, will not do production operating during normal or overtime situations in excess of one (1) hour in any particular shift.

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.

Additional Break: The Employer shall allow an additional 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. With the supervisor's approval, if an additional break is not taken during the four (4) hours of overtime, the employee shall receive an additional 1/2 hour of overtime compensation.

DOT Physical: The Employer agrees to pay up to two hundred dollars (\$200.00) per year as needed for DOT physicals. Employees may attend DOT physicals during regular work hours and use a city vehicle, with Superintendent approval.

CDL: The Employer will pay the cost of an individual's CDL license as needed for renewal.

During winter months employees working irregular shifts, excluding day shift, will be compensated at their normal pay rate for 1/2 hour lunch break.

#### ARTICLE 20 - 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 21 -TERM OF AGREEMENT

This Agreement shall remain in force and effect from July 1, 2023 through June 30, 2027. 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 14 day of November 2023.

FOR THE UNIONS



Ben Sharbano (Dec 13, 2023 17:19 MST)

Ben Sharbano  
Teamsters Local No 2



Craig A. Davis (Dec 5, 2023 10:21 MST)

Craig Davis  
Operators Union Local No. 400

FOR THE CITY



Andrea Davis (Dec 14, 2023 09:06 MST)

Andrea Davis, Mayor

ATTEST:



Claire Trimble (Dec 14, 2023 11:12 MST)

Claire Trimble  
Legislative Services Director/City Clerk

## Appendix A – WAGE MATRIX

**Years are full years of service in the Streets Unions shop. Pay increases in the pay the employees anniversary date.**

FY24					FY25				
Years	Streets	Blade I	Blade II	Traffic	Years	Streets	Blade I	Blade II	Traffic
0	\$32.74	\$33.54	\$33.92	\$32.46	0	\$35.09	\$35.92	\$36.32	\$34.80
1	\$32.89	\$33.69	\$34.07	\$32.61	1	\$35.24	\$36.07	\$36.47	\$34.95
2	\$33.04	\$33.84	\$34.22	\$32.76	2	\$35.39	\$36.22	\$36.62	\$35.10
3	\$33.19	\$33.99	\$34.37	\$32.91	3	\$35.54	\$36.37	\$36.77	\$35.25
4	\$33.34	\$34.14	\$34.52	\$33.06	4	\$35.69	\$36.52	\$36.92	\$35.40
5	\$33.49	\$34.29	\$34.67	\$33.21	5	\$35.84	\$36.67	\$37.07	\$35.55
6	\$33.64	\$34.44	\$34.82	\$33.36	6	\$35.99	\$36.82	\$37.22	\$35.70
7	\$33.79	\$34.59	\$34.97	\$33.51	7	\$36.14	\$36.97	\$37.37	\$35.85
8	\$33.94	\$34.74	\$35.12	\$33.66	8	\$36.29	\$37.12	\$37.52	\$36.00
9	\$34.09	\$34.89	\$35.27	\$33.81	9	\$36.44	\$37.27	\$37.67	\$36.15
10	\$34.24	\$35.04	\$35.42	\$33.96	10	\$36.59	\$37.42	\$37.82	\$36.30
11	\$34.39	\$35.19	\$35.57	\$34.11	11	\$36.74	\$37.57	\$37.97	\$36.45
12	\$34.54	\$35.34	\$35.72	\$34.26	12	\$36.89	\$37.72	\$38.12	\$36.60
13	\$34.69	\$35.49	\$35.87	\$34.41	13	\$37.04	\$37.87	\$38.27	\$36.75
14	\$34.84	\$35.64	\$36.02	\$34.56	14	\$37.19	\$38.02	\$38.42	\$36.90
15	\$34.99	\$35.79	\$36.17	\$34.71	15	\$37.34	\$38.17	\$38.57	\$37.05
16	\$35.14	\$35.94	\$36.32	\$34.86	16	\$37.49	\$38.32	\$38.72	\$37.20
17	\$35.29	\$36.09	\$36.47	\$35.01	17	\$37.64	\$38.47	\$38.87	\$37.35
18	\$35.44	\$36.24	\$36.62	\$35.16	18	\$37.79	\$38.62	\$39.02	\$37.50
19	\$35.59	\$36.39	\$36.77	\$35.31	19	\$37.94	\$38.77	\$39.17	\$37.65
20	\$35.74	\$36.54	\$36.92	\$35.46	20	\$38.09	\$38.92	\$39.32	\$37.80
21	\$35.89	\$36.69	\$37.07	\$35.61	21	\$38.24	\$39.07	\$39.47	\$37.95
22	\$36.04	\$36.84	\$37.22	\$35.76	22	\$38.39	\$39.22	\$39.62	\$38.10
23	\$36.19	\$36.99	\$37.37	\$35.91	23	\$38.54	\$39.37	\$39.77	\$38.25
24	\$36.34	\$37.14	\$37.52	\$36.06	24	\$38.69	\$39.52	\$39.92	\$38.40
25	\$36.49	\$37.29	\$37.67	\$36.21	25	\$38.84	\$39.67	\$40.07	\$38.55
26	\$36.64	\$37.44	\$37.82	\$36.36	26	\$38.99	\$39.82	\$40.22	\$38.70
27	\$36.79	\$37.59	\$37.97	\$36.51	27	\$39.14	\$39.97	\$40.37	\$38.85
28	\$36.94	\$37.74	\$38.12	\$36.66	28	\$39.29	\$40.12	\$40.52	\$39.00
29	\$37.09	\$37.89	\$38.27	\$36.81	29	\$39.44	\$40.27	\$40.67	\$39.15
30	\$37.24	\$38.04	\$38.42	\$36.96	30	\$39.59	\$40.42	\$40.82	\$39.30

FY26					FY27				
Years	Streets	Blade I	Blade II	Traffic	Years	Streets	Blade I	Blade II	Traffic
0	\$37.53	\$38.40	\$38.81	\$37.23	0	\$39.03	\$39.93	\$40.36	\$38.72
1	\$37.68	\$38.55	\$38.96	\$37.38	1	\$39.18	\$40.08	\$40.51	\$38.87
2	\$37.83	\$38.70	\$39.11	\$37.53	2	\$39.33	\$40.23	\$40.66	\$39.02
3	\$37.98	\$38.85	\$39.26	\$37.68	3	\$39.48	\$40.38	\$40.81	\$39.17
4	\$38.13	\$39.00	\$39.41	\$37.83	4	\$39.63	\$40.53	\$40.96	\$39.32
5	\$38.28	\$39.15	\$39.56	\$37.98	5	\$39.78	\$40.68	\$41.11	\$39.47
6	\$38.43	\$39.30	\$39.71	\$38.13	6	\$39.93	\$40.83	\$41.26	\$39.62
7	\$38.58	\$39.45	\$39.86	\$38.28	7	\$40.08	\$40.98	\$41.41	\$39.77
8	\$38.73	\$39.60	\$40.01	\$38.43	8	\$40.23	\$41.13	\$41.56	\$39.92
9	\$38.88	\$39.75	\$40.16	\$38.58	9	\$40.38	\$41.28	\$41.71	\$40.07
10	\$39.03	\$39.90	\$40.31	\$38.73	10	\$40.53	\$41.43	\$41.86	\$40.22
11	\$39.18	\$40.05	\$40.46	\$38.88	11	\$40.68	\$41.58	\$42.01	\$40.37
12	\$39.33	\$40.20	\$40.61	\$39.03	12	\$40.83	\$41.73	\$42.16	\$40.52
13	\$39.48	\$40.35	\$40.76	\$39.18	13	\$40.98	\$41.88	\$42.31	\$40.67
14	\$39.63	\$40.50	\$40.91	\$39.33	14	\$41.13	\$42.03	\$42.46	\$40.82
15	\$39.78	\$40.65	\$41.06	\$39.48	15	\$41.28	\$42.18	\$42.61	\$40.97
16	\$39.93	\$40.80	\$41.21	\$39.63	16	\$41.43	\$42.33	\$42.76	\$41.12
17	\$40.08	\$40.95	\$41.36	\$39.78	17	\$41.58	\$42.48	\$42.91	\$41.27
18	\$40.23	\$41.10	\$41.51	\$39.93	18	\$41.73	\$42.63	\$43.06	\$41.42
19	\$40.38	\$41.25	\$41.66	\$40.08	19	\$41.88	\$42.78	\$43.21	\$41.57
20	\$40.53	\$41.40	\$41.81	\$40.23	20	\$42.03	\$42.93	\$43.36	\$41.72
21	\$40.68	\$41.55	\$41.96	\$40.38	21	\$42.18	\$43.08	\$43.51	\$41.87
22	\$40.83	\$41.70	\$42.11	\$40.53	22	\$42.33	\$43.23	\$43.66	\$42.02
23	\$40.98	\$41.85	\$42.26	\$40.68	23	\$42.48	\$43.38	\$43.81	\$42.17
24	\$41.13	\$42.00	\$42.41	\$40.83	24	\$42.63	\$43.53	\$43.96	\$42.32
25	\$41.28	\$42.15	\$42.56	\$40.98	25	\$42.78	\$43.68	\$44.11	\$42.47
26	\$41.43	\$42.30	\$42.71	\$41.13	26	\$42.93	\$43.83	\$44.26	\$42.62
27	\$41.58	\$42.45	\$42.86	\$41.28	27	\$43.08	\$43.98	\$44.41	\$42.77
28	\$41.73	\$42.60	\$43.01	\$41.43	28	\$43.23	\$44.13	\$44.56	\$42.92
29	\$41.88	\$42.75	\$43.16	\$41.58	29	\$43.38	\$44.28	\$44.71	\$43.07
30	\$42.04	\$42.90	\$43.31	\$41.73	30	\$43.53	\$44.43	\$44.86	\$43.22



## TEAMSTERS UNION LOCAL NO.2

Affiliated with the  
International Brotherhood of Teamsters  
And Joint Council of Teamsters #3

3345 Harrison Ave  
PO Box 3745  
Butte MT 59702  
(406) 494-2747

1112 7<sup>th</sup> St. South  
PO Box 2648  
Great Falls MT 59403  
(406) 453-1431

2801 Russell St Suite 23  
PO Box 8144  
Missoula MT 59807  
(406) 543-3472

### Schedule B

#### **Western Conference of Teamsters Pension Trust Contributions for Missoula City Streets Department for all compensable hours**

Section 1) Effective July 1, 2023, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.38 per compensable hour, which includes \$0.33 for the Program for Enhanced Early Retirement (PEER/84).

Section 2) Effective July 1, 2024, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.53 per compensable hour which includes \$0.34 for the Program for Enhanced Early Retirement (PEER/84).

Section 3) Effective July 1, 2025, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.68 per compensable hour which includes \$0.35 for the Program for Enhanced Early Retirement (PEER/84).

Section 4) Effective July 1, 2026, the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.78 per compensable hour which includes \$0.35 for the Program for Enhanced Early Retirement (PEER/84).

Section 5) The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must, at all times, be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 6) The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

#### **Western Conference of Teamsters Pension Trust Contribution**

<b>Year</b>	<b>Basic Rate</b>	<b>PEER 84 Rate</b>	<b>Total Contribution Rate</b>
<b>July 1<sup>st</sup> 2023</b>	<b>\$5.05</b>	<b>\$0.33</b>	<b>\$5.38</b>
<b>July 1<sup>st</sup> 2024</b>	<b>\$5.19</b>	<b>\$0.34</b>	<b>\$5.53</b>
<b>July 1<sup>st</sup> 2025</b>	<b>\$5.33</b>	<b>\$0.35</b>	<b>\$5.68</b>
<b>July 1<sup>st</sup> 2026</b>	<b>\$5.43</b>	<b>\$0.35</b>	<b>\$5.78</b>

# International Union of Operating Engineers

Affiliated with AFL-CIO

## Local 400

BOB E. DANIELS  
President

JOHN JOHNSON  
Vice President

DAVID SCHULZ  
Treasurer

RICK McCULLOCH  
Rm. Conv. Secretary



STEVE GROSS  
Business Manager &  
Financial Secretary

## Montana

HEADQUARTERS  
2717 Airport Road  
Helena, Montana 59601  
Telephone: (406) 449-9997

MAILING ADDRESS  
P.O. Box 5129  
Helena, Montana 59604

11/16/2023

City of Missoula  
435 Ryman Street  
Missoula, Mt 59802

Greetings,

The Members of the International Union of Operating Engineers Local 400 employed at the City of Missoula Street Department have elected to increase the contribution rate paid into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers. The amount of the increase is Twenty-Five Cents (\$0.25) per hour. This increase will bring the total contribution rate to a total of Five Dollars and Twenty-Nine Cents (\$5.29) per hour. This increase shall become effective the first full pay period of January 2024.

If you have any questions, please feel free to call me at 406-949-7552.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Davis".

Craig Davis / Business Agent  
I.U.O.E. Local 400  
347 2<sup>nd</sup> Ave. W.  
Kalispell, MT 59901

Memorandum of Understanding  
Between Teamsters Local No2 and Operators Union Local No. 400 Streets Union  
And  
The City of Missoula

This Memorandum of Understanding (MOU) is entered into by all parties with the shared agreement to correct an error found in the ratified 2023 -2027 Collective Bargaining Agreement.

Article 7 Wages, paragraph one (1) shall read as follows in regard to longevity rather than calculating longevity based on years with the streets union:

"In addition, longevity will begin with one full year of service with the City, based on initial hire date, regardless of department or location employed within the City, and increase on the employee's anniversary date, assuming continued working hours."

Furthermore, as stated in the CBA, Article 7, no credit shall be allowed toward longevity for a leave of absence or time not worked during a break in service. In the event an employee quits, or employment is terminated and then returns to employment with the City past years of service shall not be counted for the purpose of calculating longevity.

This letter of understanding shall be incorporated into the existing agreement between the City and the Unions.

For the Union:

Craig A. Davis  
Craig A. Davis (Feb 22, 2024 12:57 MST)

Craig Davis

Operators Union Local 400

For the City:

Andrea Davis  
Andrea Davis (Feb 23, 2024 08:26 MST)

Andrea Davis

Mayor

  
Ben Sharbono (Feb 22, 2024 12:28 MST)

Ben Sharbono

Teamsters Local No2

ATTEST

  
Claire Trimble (Feb 23, 2024 09:42 MST)

Claire Trimble

Legislative Services Director/City Clerk

# International Union of Operating Engineers

Affiliated with AFL-CIO

## Local 400

BOB E. DANIELS  
President

JOHN JOHNSON  
Vice President

DALE SCHULTZ  
Treasurer

RICK McCULLOCH  
Rec. Cores. Secretary



STEVE GROSS  
Business Manager &  
Financial Secretary

## Montana

HEADQUARTERS  
2737 Airport Road  
Helena, Montana 59601  
Telephone: (406) 442-9597

MAILING ADDRESS  
P.O. Box 5929  
Helena, Montana 59604

6/27/2024

City of Missoula  
435 Ryman Street  
Missoula, Mt 59802

Greetings,

The Members of the International Union of Operating Engineers Local 400 employed at the City of Missoula Street Department have elected to increase the contribution rate paid into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers. The amount of the increase is Fifty Cents (\$0.50) per hour. This increase will bring the total contribution rate to a total of Five Dollars and Seventy-Nine Cents (\$5.79) per hour. This increase shall become effective the next full pay period.

If you have any questions, please feel free to call me at 406-949-7552.

Sincerely,

A handwritten signature in black ink, appearing to read "Megan Yuhas".

Megan Yuhas / Business Agent  
I.U.O.E. Local 400  
208 E. Main St.  
Missoula, MT 59802

## **Memorandum of Understanding**

### **Between Operating Engineers Local 400/Teamsters Local 2 at City of Missoula Street Division**

### **And the City of Missoula**

#### **Purpose:**

The purpose of this MOU is to add regular hours paid as a seasonal employee towards existing longevity and to calculate retroactive pay per the current CBA longevity rate of .15 cents per hour per full year of service. The City will only calculate retroactive pay based on the current CBA in place going back to the date of the agreement, July 1, 2023.

#### **Term of MOU:**

This MOU is a one-time correction unless seasonal employees are implemented again in the future.

For members who were seasonal employees with the Streets division, the City will calculate the number of regular hours paid as seasonal employees and when those hours reach 2080 paid regular hours, one year of longevity will be added to the member's longevity date. An additional year of longevity will be added for each additional 2080 regular hours paid during seasonal employment. Regular hours paid shall include regular hours worked, vacation, sick, comp, holiday, paid parental leave and paid military leave pay at regular rates of pay. The longevity for these members will be paid according to the CBA in effect at the time of such payment.

#### **General Provisions:**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments must be mutually agreed upon by and between the parties.

#### **Signature and Date:**

On the 4<sup>th</sup> day of November 2024 the parties hereby agree to the terms and conditions on the set forth in the agreement and such is demonstrated throughout their signatures below:



Megan Yuhas (Nov 6, 2024 14:55 MST)

Megan, Yuhas  
IUOE Local 400



Erin Foley  
Teamsters Local 2



Andrea Davis,  
Mayor City of Missoula



Claire Trimble (Nov 8, 2024 11:58 MST)

Claire Trimble  
Legislative Services Director/City Clerk

**Memorandum of Understanding**  
**Vacation and Sick Leave**  
**Between Teamsters Local #2 and Operators Union Local # 400**  
**Representing the Streets Division**  
**and**  
**The City of Missoula**

This memorandum of understanding (MOU) is made and entered into between the City of Missoula (City or Employer) and Teamsters Local #2 and Operators Union Local #400 representing the Streets Division to revise Article 14 – Leaves of Absence in the current Collective Bargaining Agreement (CBA).

Per recent changes to the City of Missoula's Administrative Rule 4 – Human Resources Policy Manual which removed wait periods for both vacation and sick leave, the CBA will be changed to align with these same changes. Article 14 shall now read as follows with the highlighted section being new/different.

**Article 14**

All sick and vacation leave shall accrue per the City of Missoula Admin Rule 4 – HR Policy Manual.

Vacation Leave, Sick Leave, July Leave, Other Leave and Donated Leave sections of Article 14 will read as stated in the body of the CBA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 30th day of June 2025.

For the City of Missoula

  
Andrea Davis, Mayor

For the Unions

  
Derek Hitt (Jun 26, 2025 06:51 MDT)

Attest:

  
Claire Trimble (Jun 30, 2025 09:35 MDT)

Claire Trimble – Legislative Services Director/Clerk

  
Megan Yulias (Jun 26, 2025 07:43 MDT)

Operators

# International Union of Operating Engineers

Affiliated with AFL-CIO

## Local 400

BOB E. DANIELS  
President

DARREN BROWN  
Vice President

DALE SCHULTZ  
Treasurer

DAN ZIPPERIAN  
Rec. Cores. Secretary



STEVE GROSS  
Business Manager &  
Financial Secretary

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P.O. Box 5929  
Helena, Montana 59604

6/26/2025

City of Missoula

435 Ryman St.

Missoula, MT. 59802

Greetings,

The members of the International Union of Operating Engineers Local 400 at the City of Missoula Street Department have elected to increase contributions to the Central Pension Fund of the International Union of Operating Engineers by \$0.21, bringing the total to \$6.00 this change will be affective July 1<sup>st</sup> 2025.

If you have any questions, please feel free to contact me at 406-949-7552.

Sincerely,

Megan Yuhas

Business Agent

I.U.O.E

# Streets Union CBA

Final Audit Report

2023-12-14

Created:	2023-12-04
By:	Angela Simonson (simonsona@ci.missoula.mt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9-FkvxB18KBktif60HpT4pJB9rLhhcOs

## "Streets Union CBA" History

-  Document created by Angela Simonson (simonsona@ci.missoula.mt.us)  
2023-12-04 - 8:31:35 PM GMT- IP address: 209.137.251.46
-  Document emailed to Leigh Griffing (griffingl@ci.missoula.mt.us) for approval  
2023-12-04 - 8:32:42 PM GMT
-  Email viewed by Leigh Griffing (griffingl@ci.missoula.mt.us)  
2023-12-04 - 8:33:02 PM GMT- IP address: 209.137.251.46
-  Document approved by Leigh Griffing (griffingl@ci.missoula.mt.us)  
Approval Date: 2023-12-04 - 8:33:10 PM GMT - Time Source: server- IP address: 209.137.251.46
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2023-12-04 - 8:33:11 PM GMT
-  Email viewed by Ryan Sudbury (sudburyr@ci.missoula.mt.us)  
2023-12-04 - 8:41:52 PM GMT- IP address: 209.137.251.46
-  Document approved by Ryan Sudbury (sudburyr@ci.missoula.mt.us)  
Approval Date: 2023-12-04 - 8:41:57 PM GMT - Time Source: server- IP address: 209.137.251.46
-  Document emailed to craig400@oe400.com for signature  
2023-12-04 - 8:41:58 PM GMT
-  Email viewed by craig400@oe400.com  
2023-12-05 - 5:16:55 PM GMT- IP address: 72.173.132.33
-  Signer craig400@oe400.com entered name at signing as Craig A. Davis  
2023-12-05 - 5:21:57 PM GMT- IP address: 72.173.132.33
-  Document e-signed by Craig A. Davis (craig400@oe400.com)  
Signature Date: 2023-12-05 - 5:21:59 PM GMT - Time Source: server- IP address: 72.173.132.33



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- ✉ Document emailed to Ben Sharbono (bsharbono@teamsterslocal2.org) for signature  
2023-12-05 - 5:22:01 PM GMT
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- ✉ Email viewed by Claire Trimble (trimblec@ci.missoula.mt.us)  
2023-12-14 - 6:12:28 PM GMT- IP address: 209.137.251.46
- ✉ Document e-signed by Claire Trimble (trimblec@ci.missoula.mt.us)  
Signature Date: 2023-12-14 - 6:12:56 PM GMT - Time Source: server- IP address: 209.137.251.46
- ✓ Agreement completed.  
2023-12-14 - 6:12:56 PM GMT

