

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
HISTORICAL MUSEUM AT FORT MISSOULA UNIT  
AND  
THE COUNTY OF MISSOULA  
FROM  
JULY 1, 2023  
THROUGH  
JUNE 30, 2025**

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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE MONTANA FEDERATION OF PUBLIC EMPLOYEES (MFPE)  
HISTORICAL MUSEUM AT FORT MISSOULA BARGAINING UNIT  
AND THE COUNTY OF MISSOULA, MONTANA

ARTICLE 1  
AGREEMENT

Section 1. This Agreement is made and entered into between THE COUNTY OF MISSOULA, MISSOULA, MONTANA, hereinafter referred to as the EMPLOYER, and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, hereinafter referred to as the FEDERATION.

Section 2. In consideration of the mutual covenants herein recited, which have been established through mutual collective bargaining procedures as provided for under Montana State statute, for the purpose of defining the wages, hours and other working conditions of the employees of the EMPLOYER who are represented by the FEDERATION, the parties to this Agreement hereby agree as follows:

ARTICLE 2  
RECOGNITION

Section 1. The EMPLOYER recognizes the FEDERATION as the exclusive representative for all employees including professional and non-professional staff but excluding the Museum Executive Director, management officials, temporary, short-term, and intermittent/on-call employees, work-study students, or any other employees who are excluded under state law.

Section 2. Changes to the bargaining unit membership shall be accomplished according to procedures established under Montana State law, except that at the discretion of the EMPLOYER, inclusion of positions may be accomplished by written stipulation of the EMPLOYER upon written request from the FEDERATION.

ARTICLE 3  
FEDERATION SECURITY

Section 1. Employees who are currently paying dues who are covered by the terms of this Agreement shall not be required to become members or stay members of the FEDERATION. Members may resign from the union under the terms provided on the continuing enrollment form.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the EMPLOYER shall deduct from the employee's pay the amount owed to the FEDERATION by such employee for dues. The EMPLOYER will remit to the FEDERATION such sums within 30 calendar days. Changes in the FEDERATION membership dues rates will be certified to the EMPLOYER in writing over the signature of the authorized officer or officers of the FEDERATION and shall be done at least 30 calendar days in advance of such changes.

Section 3. MFPE and Missoula County agree that designated representatives of MFPE and MFPE locals shall have access and time allotted to new employee orientation and on-boarding when a newly hired employee is employed in MFPE-represented positions.

1. MFPE and Missoula County Agree that employing County agencies shall hold no discussions with newly hired employees regarding dues, membership, membership rights of members, or other matters specifically related to the business and rights of MFPE. It is further agreed that employing agencies of Missoula County shall direct all newly hired employee members of the collective bargaining unit to the designated MFPE representatives.

Section 4. The EMPLOYER shall update the membership list by providing written notice of all new hires to the FEDERATION'S Helena office within 30 days of the effective date of employment. A list of active employees and their addresses shall also be sent to the FEDERATION'S Helena office upon written request by the FEDERATION. It shall be the obligation of the employee to provide the EMPLOYER with current address information.

Section 5. The FEDERATION will 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 provision of this Article.

#### ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Management rights retained by the EMPLOYER shall include but not be limited to those management rights established in Montana State law pursuant to Montana Code Annotated, Section 39-31-303, except the management rights specifically relinquished pursuant to the provisions of this collective bargaining agreement. The rights established pursuant to MCA, Section 39-31-303., are as follows:

Section 2. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;

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 5 NON-DISCRIMINATION

Section 1. The EMPLOYER agrees that it will not discriminate against any employee covered by this collective bargaining agreement because of membership in or legitimate activity required by this Agreement on behalf of the FEDERATION.

Section 2. The FEDERATION recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the unit without discrimination, interference, restraint, or coercion.

Section 3. The EMPLOYER is committed to providing a work environment in which all people are treated with respect and dignity. It is the policy of the EMPLOYER to protect the rights of employees to work in an environment free of all forms of illegal discrimination and harassment based on race, color, national origin, gender, religion, age, marital status, sexual orientation, gender identity or expression, political belief, and physical or mental disability. The provisions of this policy apply in all EMPLOYER work places and at all EMPLOYER-sponsored activities. The EMPLOYER will respond to allegations of illegal discrimination by conducting a good faith investigation and responding to the complainant. The parties understand and agree that enforcement of non-discrimination provisions is the jurisdiction and responsibility of the State of Montana's Human Rights Bureau and the U.S. Equal Employment Opportunity Commission.

Section 4. The EMPLOYER and the FEDERATION recognize the EMPLOYER may take any necessary action to comply with the Americans with Disabilities Act of 1990 or the Civil Rights Act of 1964.

## ARTICLE 6 PROMOTIONS AND VACANCIES

Section 1. When a vacancy of a position occurs within the bargaining unit, the EMPLOYER agrees to email notice of the job opening to current employees at least five (5) days before the closing of the recruitment. This will allow existing employees covered by the bargaining unit to

have an opportunity to apply. Management may consider applicants outside the bargaining unit only after the internal posting has been sent to unit members and results in less than two (2) qualified applicants from the bargaining unit. Nothing in this Article will prohibit the EMPLOYER from posting the opening both within and outside the bargaining unit at the same time. Selection will be made among those meeting the qualifications as determined by the EMPLOYER. In cases where two (2) or more applicants are considered equally qualified, selection will be based on seniority.

Section 2. Employees who are promoted to positions covered by the bargaining unit shall receive a 10 percent increase of the employee's current base wage. Employees shall not be allowed to exceed the maximum amount of the band.

Section 3. An employee, who is temporarily assigned by the EMPLOYER to perform work in a higher classification, shall be entitled to a base salary increase of 10 percent or entry rate of the higher pay range, whichever is greater, provided the employee fills the position for at least two (2) full weeks or 80 consecutive hours.

Section 4. An employee who is required to temporarily assume the duties of another employee, regardless of classification, may be compensated in the form of a one-time lump sum payment instead of a temporary wage increase. An employee who wishes to elect a one-time lump sum must request it in writing and the request must be approved by the Museum Executive Director.

## ARTICLE 7 PROBATION AND SENIORITY

Section 1. All newly hired employees shall be required to serve a six- (6-) month probationary period during which the employee may be terminated at any time at the discretion of the EMPLOYER and without necessity of showing cause. The EMPLOYER may extend the probationary period by an additional 90 days. Seniority shall be calculated by the date of inclusion in the bargaining unit.

## ARTICLE 8 WAGES

Section 1. By signing this Collective Bargaining Agreement no employee shall suffer a reduction in wages.

Section 2. The wage and compensation schedule for positions covered by this Collective Bargaining Agreement is attached as Addendum "A" and shall be considered part of this Agreement.

Section 3. The normal entry rate of pay for a newly hired employee shall be the minimum entry rate for the applicable pay band. An exception to the minimum entry rate for new hires in positions covered by this agreement may be approved by the Museum Executive Director within

the established minimum and midpoint of the pay band based on qualifications, in response to a failed effort to fill the position at the entry rate of pay, or other demonstrated department need.

Section 4. Employees who have received and maintain a special certification in an area directly related to an employee's assigned duties shall be compensated an additional \$1.00 per hour. Certification shall be issued by a nationally certifying institution or state or federal agency. Approval of the certification specialty and the nationally certifying institution is at the sole discretion of the Museum Executive Director. This section does not apply to certification that is required as a condition of employment.

1. Compensation for certification as provided in this Section must be approved by the Museum Executive Director in advance of an employee beginning the certification process. Employees shall be eligible for additional certifications once every two (2) years for a maximum of three (3) certifications total.
2. Newly hired employees who hold certification as provided in this section may receive the stipend upon successful completion of the probationary period.

## ARTICLE 9 LONGEVITY

Section 1. In addition to the wage amounts listed in Addendum "A" longevity compensation shall be paid according to the following schedule:

<u>Years of Service</u>	<u>Additional Amount Per Hour</u>
After 3 continuous years of service	\$ 0.20
After 5 continuous years of service	\$ 0.30
After 7 continuous years of service	\$ 0.40
After 9 continuous years of service	\$ 0.50
After 11 continuous years of service	\$ 0.60
After 13 continuous years of service	\$ 0.70
After 15 continuous years of service	\$ 0.75
After 17 continuous years of service	\$ 0.85
After 19 continuous years of service	\$ 0.95
After 21 continuous years of service	\$1.05
After 23 continuous years of service	\$1.15
After 25 continuous years of service	\$1.25



Section 2. Longevity compensation for all eligible employees shall become effective the first day of the pay period in which the eligibility date falls.

Section 3. Regular employees who work at least 20 hours per week are eligible to receive an additional hourly amount based on continuous years of service with Missoula County. The eligibility date for purposes of this Article shall be the employee's date of hire with Missoula County.

Section 4: Employees shall be eligible for a meritorious bonus for exceptional performance as evidenced by Museum Executive Director. Such meritorious bonuses shall be in the form of a lump sum payment and shall not be added to the employee's hourly rate of pay. Meritorious bonuses shall be contingent upon the availability of funds as determined by the Museum Executive Director or their designee.

## ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 1. Forty (40) hours worked in the EMPLOYER'S work week (Sunday through Saturday) shall constitute a regular work week.

1. By mutual agreement between the EMPLOYER and employee, working hours may be distributed unevenly across the work week. If this is done to compensate for a work-related obligation, such as an evening meeting on a weekday or special event, it shall not be considered as working an alternative work schedule. It is considered to be flexing time in a work week.
2. The EMPLOYER and employee may establish an alternative work schedule by mutual agreement.
3. If the EMPLOYER or the employee decides an alternative work schedule is no longer desirable, the party desiring the change shall give a minimum of 10 working days' notice to the other party of the desire to return to the employee's regular work week schedule.

Section 2. No overtime shall be worked without prior written authorization of the Museum Executive Director or their designee. Exempt employees are not eligible to receive overtime pay. Non-exempt employees shall be paid overtime at the rate of one and one half (1½) times the regular rate of pay for all work in excess of 40 hours in a work week. Paid leave including vacation, sick, personal, compensatory, and holiday leave used shall be considered "hours worked" for the purpose of determining overtime pay.

1. In lieu of receiving pay for overtime work, the EMPLOYER and employee may agree to the accrual of compensatory time. Compensatory time for non-exempt employees shall be earned at the rate of one and one half (1½) hours of compensatory time for each hour of overtime worked. Exempt employees shall earn compensatory time at the rate of one (1) hour of compensatory time for each hour of overtime worked. Non-exempt employees may accrue a maximum of 240 hours of compensatory time. Once a non-exempt

employee reaches the 240 hour limit the employee will be paid one and one-half (1½) times the employee's regular hourly rate for any additional overtime hours worked. Exempt employees covered by this Agreement shall follow the policies regarding compensatory time in Missoula County's Human Resources Policies Manual.

2. Employees shall notify the EMPLOYER of their desire to take compensatory time instead of receiving overtime pay prior to the end of the payroll period in which the extra hours of work are performed. Use of compensatory time shall be scheduled with and approved by the employee's supervisor.

Section 3. When a bargaining unit employee of the Museum is required to attend an out-of-town meeting, training, or conference, the employee in a travel status shall be compensated in accordance with the Fair Labor Standards Act and Missoula County Travel Policy.

Section 4. Employees shall be permitted one 15-minute paid rest break within each four-hour work period. The time available for rest breaks may be accumulated and reallocated within the same day with prior approval from the Museum Executive Director or their designee.

Employees working an eight- (8) hour shift shall receive a one (1) hour unpaid lunch period. The EMPLOYER and employee may mutually agree to modify or eliminate the lunch period.

Section 5. If it is necessary work be performed beyond the scheduled shift or on a regular day off, the employee who normally performs such work shall be assigned. If more than one employee normally performs such work, the employees' desires to work or not work overtime will be considered in order of seniority. However, if none of the qualified employees volunteer for overtime work, the EMPLOYER shall assign such work to the least senior employee.

Section 6. When using accrued leave, the employee's respective leave banks shall be charged by subtracting one (1) hour or the appropriate portion of an hour for each hour used.

Section 7. An employee who is regularly scheduled to work weekends will have two consecutive, unpaid, weekdays off. If an employee has their supervisor's approval to work more than 40 hours in 5 consecutive days across work weeks, the employee will receive Premium Pay of 1½ times their regular hourly rate for all hours after 5 consecutive days worked.

Section 8. Emergency museum closures shall be handled in accordance with Missoula County policy. The Board of County Commissioners shall direct such emergency closures at the museum facility.

Section 9. In the event of an emergency closure under Section 8 of this Article, employees who are scheduled to work during the closure may be approved by the Museum Executive Director for up to eight (8) hours of paid administrative leave. At no time will use of paid administrative leave cause an employee to be paid for more than their regularly scheduled work hours during the period of emergency closure.

## ARTICLE 11 CALL BACK PAY

Section 1. Employees called back to work on their regularly scheduled day off or at an hour outside of their regularly schedule workday shall receive a minimum of two (2) hours of pay at 1-½ times their regular rate of pay.

Section 2. Employees required to answer work-related phone calls on their regularly scheduled day off, at an hour outside of their regularly scheduled workday, or while they are on paid time off shall receive a minimum of one (1) hour regular rate of pay unless this time puts the employee into an overtime rate of pay (1-½ times).

Section 3. Employees who are required to respond to work-related text messages from the Museum Executive Director or other department heads on their regularly scheduled day off, at an hour outside of their regularly scheduled workday, or while they are on paid time off shall receive a minimum of 30 minutes of pay at their regular rate of pay unless this time puts the employee into an overtime rate of pay (1-½ times).

## ARTICLE 12 HOLIDAYS

Section 1. Employees shall be granted the following recognized holidays as set forth in 1-1-216, M.C.A.

1. New Year's Day, January 1
2. Martin Luther King Jr. Day, the third Monday in January
3. Presidents' Day, the 3rd Monday in February
4. Memorial Day, the last Monday in May
5. Independence Day, July 4
6. Labor Day, the 1st Monday in September
7. Indigenous People's Day, the 2nd Monday in October
8. Veteran's Day, November 11
9. Thanksgiving Day, the 4th Thursday in November
10. Christmas Day, December 25
11. Statewide General Election Days of even numbered years

Section 2. Full-time employees (regularly working 40 hours per work week) covered by this Agreement shall receive a paid holiday benefit for each recognized holiday listed in Section 1 of this Article that is equal to the number of hours they are regularly scheduled to work each workday.

Example: Employees regularly working 10-hour shifts shall receive 10 hours of paid holiday time. Employees regularly working 8-hour shifts shall receive 8 hours of paid holiday time. To be eligible for holiday pay, a full-time employee must be in a paid status on the last scheduled working day before, or the first scheduled working day after, a Missoula County-recognized holiday.

Section 3. All part-time employees who are covered by this Agreement (regularly working less than 40 hours each work week and including part time employees working irregular or “on call” schedules) shall receive paid holiday time on a prorated basis in accordance with MCA 2-18-603. Pro-ration will be in accordance with County policy and is based on the average number of hours paid for two full pay periods preceding pay period in which the holiday falls.

Part-time Holiday Pay Calculation Formula: Add the total number of hours paid in the previous two pay periods, divide the sum by 160, and multiply the result by 8.

The above formula for part-time employees may result in the employee's total hours for the pay period being more or less than usual. When the calculation results in additional hours, the supervisor may require the employee to take off an equivalent amount of time without pay in the work week to maintain a consistent cost of wages. When the calculation results in fewer hours, the supervisor may assign additional hours in the work week or allow the employee to use accrued annual leave or compensatory time to maintain a consistent paycheck.

Section 4. If a legal holiday falls on a Saturday, the preceding Friday shall be considered the County-recognized holiday. If the legal holiday falls on a Sunday, the following Monday shall be considered the recognized holiday. When a holiday falls on an employee's day off, the employee shall treat either the last preceding or the next following workday as the holiday.

Section 5. Employees assigned to work on the 4<sup>th</sup> of July shall be paid premium pay at one and a half (1.5) times their regular pay. Hours worked on the 4<sup>th</sup> of July will not be counted with hours specified in Article 6, section 2 for the purpose of determining overtime pay. In addition to compensation for hours worked on the 4<sup>th</sup> of July, employees will, at their option, receive: a) pay for their normal holiday benefit at their regular rate of pay; or b) bank the 4<sup>th</sup> of July holiday hours to be used at another time as approved by their supervisor. Banked hours will be capped at 8 hours total.

In addition to the above listed holidays, any holiday added by the State Legislature for public employees will be granted. Any holiday repealed by the State Legislature shall cease to be granted.

## ARTICLE 13 PERSONAL LEAVE

Section 1. Bargaining unit employees are eligible for personal leave under the guidelines set forth below:

1. Personal Leave eligibility shall be defined as full-time and part-time bargaining unit employees who are scheduled to work at least 1,040 hours annually.
2. Personal leave is paid leave that may be used by an eligible employee for any purpose and in any time increments up to the eligible employee's earned personal leave balance. An employee must submit requests to use personal leave to their supervisor for approval.
3. In the first full pay period that includes the beginning of each fiscal year (July 1), the EMPLOYER will credit eligible employees so that their total personal leave balance equals eight (8) hours and eligible part-time employees will be credited personal leave on a pro-rated basis. If an employee has unused personal leave hours from a previous fiscal year, personal leave hours will be added to existing hours so that the total number of personal leave hours equals the amount for which the employees are eligible.
4. Personal leave shall not accrue from fiscal year to fiscal year.

Section 2. During employment, there shall be no cash reimbursement for unused personal leave pay. Employees whose employment is terminated shall be paid for any unused personal leave pay hours.

## ARTICLE 14 EDUCATION LEAVE

Section 1. Time off with pay may be granted to any employee covered under this agreement to attend job-related courses at a public post-secondary education institution including online courses from approved institutions for up to six (6) credit hours per academic year upon the EMPLOYER'S approval. Employees must obtain approval to attend courses during work hours by the supervisor PRIOR TO ENROLLING IN COURSES, to ensure scheduling adjustments can be approved. Failure to receive prior authorization may result in leave not being approved. 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 their scheduled working hours. Time off may be approved only for class times that take place during work hours where the employee's presence is physically or virtually required to be in the classroom. Time off shall not be granted for study time. The hiring of additional employees to fill in for those taking time off to attend class will not be permitted. All outside class work must be done on the employee's own time.

Upon receiving evidence of satisfactory completion of approved courses, the EMPLOYER will reimburse employees for the cost of books and tuition up to a maximum of \$600 per fiscal year. Employees are eligible for reimbursement whether the course is during work hours or not. Reimbursement is subject to budget limitations and the Board of County Commissioners reserves the right to limit the number of enrollees that may be allowed during any fiscal year. Employees must obtain approval for reimbursement by the Museum Executive Director and Human Resources PRIOR TO ENROLLING IN COURSES to ensure funding is available for reimbursement. Failure to receive prior authorization may result in reimbursement not being approved.

Section 2. If approved, the EMPLOYER will pay and arrange for employees to attend seminars or training sessions.

Section 3. Subject to available funding, the EMPLOYER will pay for employee membership in the American Alliance of Museums.

## ARTICLE 15 VACATION LEAVE

Section 1. Employees will accrue vacation leave each pay period from their first day of employment based on years of employment in accordance with MCA statute. Regular employees scheduled to work less than forty (40) hours per week will earn credits on a prorated basis.

<u>YEARS OF EMPLOYMENT</u>	<u>DAYS ACCRUED PER YEAR</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 2,080 hours equals one (1) year. Proportionate accrual rates will accumulate each pay period for regular, part-time employees.

Section 3. Employees will be entitled to use vacation leave with pay after they have been continuously employed for a period of six (6) calendar months. Upon termination of employment with the County, employees who have completed six (6) months of continuous employment will be paid for any unused vacation time. In accordance with State law, vacation leave may be accrued up 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.

## ARTICLE 16 SICK LEAVE

Section 1. As provided by State law, each employee shall earn paid sick leave from their first day of employment at a rate of one (1) working day per month. For calculating sick leave, 2,080 hours will equal one (1) year. Proportionate credits shall be accumulated each pay period. There shall be no limit as to the number of credits accumulated. Employees shall be entitled to use paid sick leave after being employed ninety (90) continuous days. Sick leave may be used as follows:

1. employee illness or injury;
2. illness, injury, or death in the employee's immediate family requiring their personal attention;
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 for preventive care;
5. to attend, or make arrangements for, a funeral for a member of the immediate family.

Section 2. Immediate family shall mean spouse or domestic partner, parents, grandparents, siblings, children, or grandchildren of the employee or spouse of the employee, son-in-law, or daughter-in-law, or members of the employee's household.

Section 3. Regular employees scheduled to work less than forty (40) hours per week will earn paid sick leave on a prorated basis.

Section 4. Upon termination, employees who have worked the qualifying period shall be entitled to be paid an amount equal to one fourth ( $\frac{1}{4}$ ) of the total accrued value of sick leave.

Section 5. Abuse of sick leave occurs when an employee uses sick leave for unauthorized purposes, or when sick leave is frequent, habitual, excessive, suggests a pattern of usage, or if the supervisor has reason to believe the employee may be misrepresenting reasons for using sick leave. Abuse of sick leave shall be cause for dismissal and forfeiture of payment for any accumulated sick leave. The EMPLOYER reserves the right to require medical statements and/or contact the employee's physician if abuse is suspected. Requests for written medical statements will be made by the supervisor with the approval of the Department of Human Resources.

Section 6. 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, except for such disability benefits.

## ARTICLE 17 MILITARY LEAVE

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 (6) 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.

## ARTICLE 18 MATERNITY AND PAID PARENTAL LEAVE

Section 1. The Employer will provide paid parental leave for six (6) weeks commencing with the birth of a child or placement of a child for adoption, in accordance with County policy. Paid parental leave 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.

Section 2. It shall be unlawful for the EMPLOYER to:

1. terminate a person's employment because of their pregnancy;
2. refuse to grant the employee a reasonable leave of absence for such pregnancy;
3. deny an employee who is disabled as a result of pregnancy any compensation to which they are entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by their 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 their employment duties; or
4. require that an employee take a mandatory maternity leave for an unreasonable length of time.

## ARTICLE 19 FAMILY LEAVE

Section 1. Employees may request the use of annual vacation leave, personal leave, sick leave, compensatory time, other appropriate paid leave, or leave without pay for absences due to such reasons as adoption, paternity leave, infant or childcare, elder care, or care of other members of the employee's immediate family as defined in Article 9.



Section 2. The EMPLOYER and the FEDERATION recognize that in accordance with the Family and Medical Leave Act of 1993, the EMPLOYER will provide family and medical leaves of absence.

## ARTICLE 20 JURY DUTY WITNESS SERVICES

Section 1. Each employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the accounting office. These fees shall be applied against the amount due the employee from the EMPLOYER for missed regularly scheduled work hours. However, if an employee elects to charge the juror time off against annual leave, the employee shall not be required to remit the fees to the EMPLOYER. An employee never required to remit any expense reimbursed by a court for mileage allowance to the EMPLOYER.

Section 2. Employees on jury duty shall not lose any paid leave accruals or other benefits as a result of serving as a juror. Employees shall continue to work at their regularly assigned duties whenever possible even while serving on jury duty. If an employee is called for jury and excused before the end of the working day, the employee will report for work to complete the day unless approved by the employee's supervisor.

Section 3. 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 accounting office. Witness fees shall be applied against the amount due the employee from the EMPLOYER for missed regularly scheduled work hours. However, if an employee elects to charge the witness time against annual leave, the employee shall not be required to remit any expense reimbursed by a court for mileage allowance to the EMPLOYER.

Section 4. The EMPLOYER may request the court to excuse their employees from jury duty if they are needed for proper operation of the worksite.

## ARTICLE 21 TECHNOLOGY AND PERSONAL DEVICES

Appropriate technology shall be provided to employees for work-related activities in accordance with Missoula County Cell Phone Policy 2017-02 and Acceptable Use of Technology Policy 2016-01.

## ARTICLE 22 JOB DESCRIPTIONS – JOB CLASSIFICATION

Section 1: A list of job titles for each position included in the bargaining unit is attached as Addendum B and appears for reference only. The development of job descriptions and pay band assignments shall be under the exclusive purview of the EMPLOYER.

Section 2: Should the EMPLOYER wish to add a new position or change an existing bargaining unit position, including reclassification of the position, the EMPLOYER shall notify the FEDERATION in writing of the intended change.

1. The EMPLOYER shall provide notification of any new job description, and changes to job descriptions or pay band assignments at least 10 working days before such changes become effective. If the FEDERATION requests to meet with the EMPLOYER regarding changes to job descriptions, new job descriptions, or pay band assignments for new or existing bargaining unit positions, such request shall be made in writing within five (5) working days of the date on which the FEDERATION receives the above notice from the EMPLOYER. The EMPLOYER agrees to meet and confer with the FEDERATION should the FEDERATION request to do so.

Section 3: The pay band assignments of all employees covered by this Agreement will not be downgraded without a corresponding change in duties and responsibilities.

Section 4: Employees whose pay band assignment is reclassified downward as a result of a change in duties and responsibilities shall not have their salary reduced for a period of 30 calendar days per grade change with a 90 calendar day maximum to allow employees to make necessary financial arrangements.

## ARTICLE 23 DISCIPLINE & DISCHARGE

Section 1. A non-probationary employee shall not be disciplined or discharged without just cause. In the case of discharge, the EMPLOYER shall give the employee the nature of the complaint in writing. Just cause shall be defined using generally accepted principles of arbitration (i.e., notice, reasonable rule, proof, penalty). Disciplinary actions shall be in accordance with Missoula County Policy.

Section 2. Written warnings may be removed from the employee's personnel file 12 months from the date of issuance unless: (A) the documents may be used to support subsequent disciplinary action arising from more recent employee actions or behaviors; or (B) the documents are applicable to pending legal or quasi-judicial proceedings. Requests for the removal of such documents must be submitted in writing to the Director of Human Resources.

ARTICLE 24  
NOTICE IN THE EVENT OF LAYOFF OR REDUCTION IN HOURS

The EMPLOYER agrees all employees who have attained non-probationary status shall be given at least 30 days' prior notice of layoff or reduction in hours.'

ARTICLE 25  
LAYOFFS AND RECALL

Section 1. Layoffs caused by shortage of work or funds or change in the organization shall be in order of seniority of employees in the bargaining unit qualified to perform the duties as realigned to adjust the layoffs. Any employee subject to layoff shall be provided at least 30 working days' written notice from the EMPLOYER.

Section 2. Recall shall be in order of seniority and from among those persons qualified to perform the work scheduled. Recall of laid off employees shall be by registered mail notice or email the employee(s) being recalled at the employee's last known contact information that has been given to the EMPLOYER. The employee shall have the responsibility to keep the EMPLOYER informed of contact changes. The employee's response to the EMPLOYER'S recall letter must be received by the EMPLOYER within seven (7) calendar days of receipt of notice of recall from layoff by employee. Failure to timely respond shall constitute a waiver of right-to-recall. All employee recall rights shall expire 24 months after the employee's layoff notice date. If the registered mail is undeliverable at the last known address or email address has changed without notice to the EMPLOYER, the employee shall be deemed to have voluntarily waived any right to recall which they may have had, unless or the employee notifies the EMPLOYER within seven (7) calendar days of the receipt of the letter that the employee does in fact intend to return to work.

Section 3. Subcontracting: In the event it becomes necessary for the EMPLOYER to terminate an employee because of subcontracting work, the EMPLOYER agrees to give prior consideration for job openings to such employee or employees for positions for which they are qualified.

Section 4. If an employee is laid off, they do not have to take out their PERS, accumulated sick leave, or accumulated vacation unless the layoff is for more than 18 months.

Section 5. An employee who has been laid off shall retain all seniority and leave benefits accrued and not cashed out at the time of the layoff. Leave benefits and seniority shall not accrue during the time an employee is in layoff status. All seniority shall be revoked if the employee has not been recalled by the end of the twenty-four (24) month period. Employees in lay-off status shall be eligible to retain County health insurance benefits in accordance with guidelines established by the Plan Administrator provided that 100% of the premium amount and administrative fees are paid by the employee.

ARTICLE 26  
HEALTH INSURANCE

Section 1. The EMPLOYER will make group health insurance available to employees covered by this Collective Bargaining Agreement under the terms of the group health insurance plan generally applicable to all County employees.

Section 2. A full-time employee as defined in Article 6 of this Collective Bargaining Agreement will contribute the amounts in effect for other County employees. In no case will the EMPLOYER'S contribution exceed the total cost of group insurance.

ARTICLE 27  
DENTAL INSURANCE

Section 1. The EMPLOYER will make group dental insurance available to employees covered by this Collective Bargaining Agreement under the terms of the group dental insurance generally applicable to County employees.

ARTICLE 28  
LIFE INSURANCE

Section 1. The EMPLOYER will provide term life insurance to eligible employees under the terms of group life insurance generally applicable to 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 29  
OPTICAL INSURANCE

The EMPLOYER will make optical coverage available under the terms of the group optical insurance generally applicable to county employees and dependents.

ARTICLE 30  
UNEMPLOYMENT INSURANCE

The EMPLOYER agrees that all employees covered under this Collective Bargaining Agreement shall be covered by Unemployment Insurance as provided by state law.

ARTICLE 31  
FLEXIBLE BENEFITS

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

ARTICLE 32  
RETIREMENT

As provided by state law, the EMPLOYER agrees to continue the Public Employees Retirement System.

ARTICLE 33  
NO STRIKE/NO LOCKOUT

Section 1. The FEDERATION agrees that there shall be no slowdowns, work stoppages, or strikes by the employees covered by this Collective Bargaining Agreement during the term of this Agreement. In the event of any unauthorized or illegal slowdowns, work stoppages, or strikes by the employees covered by this Collective Bargaining Agreement, the FEDERATION agrees it will join the EMPLOYER to require its members to return to work immediately.

The EMPLOYER agrees that it will not lock out any employee as a result of a labor dispute with the FEDERATION during the term of this Collective Bargaining Agreement provided the employees covered by the Agreement do not engage in unauthorized or illegal slowdowns, work stoppages, or strikes.

Section 2. Refusal by any employee to go through a picket line shall not constitute a violation of this Collective Bargaining Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 34  
FEDERATION REPRESENTATION & NEGOTIATION COMMITTEE

Section 1. In order to ensure adequate employee representation of the FEDERATION Negotiating Committee without adversely affecting the operation of the EMPLOYER, no more than two (2) on-duty employees will be selected at any one time to participate in negotiations. Such employee representatives shall not suffer any loss of pay.

Section 2. During the course of collective bargaining, on-duty museum staff shall be allowed a maximum of two (2) hours of work time during hours when the EMPLOYER is not open for business in order to discuss collective bargaining matters. Such time shall be scheduled subject to approval of the EMPLOYER. Employees not scheduled to work at the time of such discussions shall be paid for attendance at such meetings, up to a maximum of two (2) hours,

provided they flex the time within the same work week to avoid overtime liability for the EMPLOYER.

Section 3. The duly designated FEDERATION representative shall have the right to visit employees in their work areas provided they notify management upon their arrival and the visitation does not interfere with the performance of the employee's current work.

An employee shall have the right to inspect their official personnel file during regular business hours. Such inspection shall be permitted only under the supervision of the Human Resources personnel. A FEDERATION representative may inspect an employee's personnel file after providing written permission from the employee to do so.

## ARTICLE 35 GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any controversy between the parties as to:

1. Any matter involving the interpretation of this Agreement.
2. Any matter involving an alleged violation of any provision of this Agreement.

Section 2. Every effort will be made to resolve a grievance on an informal basis prior to initiation of the formal procedures set forth below and for employees to review grievances with the bargaining unit representative prior to formal filing.

Section 3. After consideration of the above expressed intent, the following procedure shall be used to ensure grievances are resolved as quickly as reasonably possible:

Step 1. The grievance shall be presented in writing to the Museum Executive Director. The grievance shall set forth the nature of the grievance, the circumstances surrounding the matter, and shall specifically address the remedy requested. The grievance shall be submitted within 10 working days of the occurrence of the grievance. The Museum Executive Director shall respond in writing to the employee within 10 working days of receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Board of County Commissioners within 10 working days of the receipt of the Museum Executive Director's Step 1 response. The Board of County Commissioners shall attempt to resolve the grievance and shall respond in writing to the employee within 30 calendar days.

Step 3. If the grievance is not resolved at step 2, the grievance may be submitted to arbitration by the FEDERATION within ten 10 working days of the receipt of the Commissioners' Step 2 response in accordance with the Rules of Arbitration indicated below.

Any grievance not filed or advanced according to the above time frames shall be deemed withdrawn.

At any time during the grievance procedure, either party may propose a mediator be utilized to attempt to resolve a grievance. Should both parties mutually agree to retain the services of a grievance mediator, they shall contact the mediator in writing within five (5) working days of the date of such agreement. The parties agree to equally split any costs involved in retaining a grievance mediator. An agreement to retain a mediator shall not affect the time frames set forth in the Rules of Arbitration set forth below.

### **RULES OF ARBITRATION**

1. Within 10 working days of receipt of the FEDERATION'S written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator who shall be agreeable to the EMPLOYER and the FEDERATION. In the event both parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of five (5) potential arbitrators from the Montana Board of Personnel Appeals or from the Federal Mediation and Conciliation Service.
2. Within five (5) working days from the date of receipt of the list of arbitrators, each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. The flip of a coin shall be used to decide which party strikes a name first.
3. The party requesting arbitration shall notify the arbitrator and the Board of Personnel Appeals or Federal Mediation and Conciliation Service of the selection within three (3) working days from the date of selection.
4. The arbitrator shall conduct a hearing and render a decision within 30 days of the date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter, or modify any of the terms of this Agreement. The arbitrator shall consider and decide only the specific issue raised by the grievance when it was submitted to the EMPLOYER at Step 2 of the grievance procedure and shall have no authority to make their decision on any issue not submitted to them.
5. Each party shall share the cost of the arbitrator equally. Each party shall be responsible for the cost of its own representatives and witnesses.
6. 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 related costs.

### **ARTICLE 36**

#### **ENTIRE COLLECTIVE BARGAINING AGREEMENT**

It is mutually agreed this Collective Bargaining Agreement sets forth the entire agreement between the parties and during the course of collective bargaining, each party had the unlimited

right to offer, discuss, accept, or reject proposals. Therefore, for the term of this Collective Bargaining Agreement, no further collective bargaining shall be had upon any provision of this Agreement nor upon any proposal which was offered and discussed but was not made a part of this Agreement. Nor shall there be any verbal or written agreement between the EMPLOYER and the employees and the EMPLOYER and the FEDERATION in violation of this Collective Bargaining Agreement.

#### ARTICLE 37 SEVERABILITY

If any article, paragraph, subdivision, phrase, or other portion of this Collective Bargaining 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. However, it is agreed that any article so declared shall be renegotiated within 30 days.

#### ARTICLE 38 TERM OF COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement shall become effective and be in full force and effect from July 1, 2023, through June 30, 2025, except that only wages shall be subject to negotiation, effective July 1, 2024. Any changes in wages will be memorialized in a document separate from the collective bargaining agreement. This collective bargaining agreement shall remain in effect from year to year after June 30, 2025, unless one of the parties serves written notice of termination or proposed changes upon the other party on or before May 1, 2025, of the year of expiration of this Agreement.



## SIGNATURE PAGE


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this 18th day of May, 2023.

FOR THE EMPLOYER:

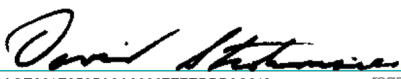
  
13F051ED69FA2244FFA409545EBDD56F readysign

Josh Slotnick, Chair

Missoula County Board of Commissioners

  
6F45D36DCC41E9C2B2D512DC93A576B2 readysign

Juanita Vero, Commissioner

  
A6ACE081F2505A3A08967E7EBB8C312 readysign

David Strohmaier, Commissioner

FOR THE UNION:

*Carolyn Thompson*  
25F536474D3481E73D9D7F8FB53C6CA1 readysign

Carolyn Thompson, HMFMU President

*Amanda Curtis*  
0F3C9CF674A83E54D79446A8F1577B52 readysign

Amanda Curtis, MFPE President

## ADDENDUM A

### Pay Bands - MFPE Museum

<u>Pay Band</u>	<u>Positions</u>	Min	Mid	Max
Admin/Tech	Building Maint/Admin Asst	\$15.00	\$21.00	\$25.00
Professional	Positions requiring a degree	\$19.00	\$27.00	\$33.00

<u>Position</u>	<u>FY23</u>	<u>FY 24</u>
Assistant Director	\$27.00	\$28.08
Director of Education	\$26.00	\$27.04
Curator	\$25.00	\$26.00
Development & Communications Director	\$24.42	\$25.40
Building Maintenance Attendant	\$18.50	\$19.24
Collections Assistant	\$19.00	\$19.76