

MEMORANDUM OF UNDERSTANDING  
between  
MISSOULA COUNTY  
and the  
THE FEDERATION OF MISSOULA COUNTY EMPLOYEES (FMCE)

During 2009 collective bargaining, the parties reached the following agreements, some of which will be incorporated in the 2010 successor agreement between the parties, as discussed below:

Addendum A

Effective on June 28, 2009, the employer agrees to add a Step 20 at each grade level, which shall be 2.5% greater than the Step 19 pay rate at each level, and to advance any employees who were at Step 19 prior to June 28, 2009, to the new Step 20, effective on that date. The rates for the new Step 20 are as follows:

<u>Grade</u>	<u>New Step 20 Rate</u>
1	\$ 13.70
2	\$ 14.63
3	\$ 15.65
4	\$ 16.70
5	\$ 17.85
6	\$ 19.03
7	\$ 20.32
8	\$ 21.70
9	\$ 23.22
10	\$ 24.82
11	\$ 26.47
12	\$ 28.28
13	\$ 30.24
14	\$ 32.47
15	\$ 34.65

Step advancement occurred effective on June 28, 2009. For full-time employees who received less than a 2.5% increase as a result of FY10 step advancement, the Employer shall calculate the hourly difference between what the employee actually received and what the employee would have received if the employee had received a 2.5% increase, will multiply that amount by 2080, and will provide a one-time lump-sum payment to the employee within 30 calendar days of the date the employer receives written notice of contract ratification. Employees affected by the new Step 20 shall also receive payment for step advancement within 30 calendar days of the date the employer receives such notice. These amounts shall be pro-rated for part-time employees based on their standard hours.

(Note: The above change in Addendum A is effective on June 28, 2009, and any retroactive lump sum payment will be made within thirty calendar days of the date the

employer is notified of ratification. The parties agree that the contract will be modified when a 2010 successor agreement is reached, unless the parties mutually agree otherwise during 2010 contract negotiations.)

Article 23, Part A, Section 3. – Revise as follows:

“Section 3. A non-probationary employee who receives written approval from the employee’s department head shall receive an additional \$0.50 per hour for receiving and maintaining a special certification/license in an area directly related to the employee’s job duties. Certification/license shall be issued by a nationally certifying institution or state or federal government agency. This does not apply to certification/license that is required as a condition of employment. ~~An employee is limited to one certification/license every four years.~~ **Once an employee is approved to receive payment for certification under this Section, the employee may be approved for one additional certification every two years, up to a maximum of four certifications. The two-year period shall commence on the effective payment date for the most recent approved certification.**”

(Note: The above change in Article 23, Part A, Section 3 is effective on June 28, 2009, and any retroactive lump sum payment will be made within thirty calendar days of the date the employer is notified of ratification. The parties agree that the contract will be modified when a 2010 successor agreement is reached, unless the parties mutually agree otherwise during 2010 contract negotiations.)

Article 29, Part C, Section 1. Revise first paragraph as follows:

Section 1. Employees required to be in an on-call status on the employee's regularly scheduled work day shall be compensated at the rate of ~~\$11.00~~ **\$15.00** per day. Employees required to be in an on-call status on the employee's regularly scheduled day off shall be compensated at the rate of ~~\$26.00~~ **\$32.00** per day. Employees required to be on-call on Saturday and/or Sunday shall be compensated at the rate of ~~\$26.00~~ **\$32.00** per day. On-call status is defined to mean that the employee is required to carry a pager and be accessible to 9-1-1 dispatch, or be accessible by telephone. When called out, such employees will be paid mileage at the state rate for travel to and from the job site.

(Note: The above change in Article 29, Part C is effective on June 28, 2009, and any retroactive lump sum payment will be made within thirty calendar days of the date the employer is notified of ratification. The parties agree that the contract will be modified when a 2010 successor agreement is reached, unless the parties mutually agree otherwise during 2010 contract negotiations.)

Article 30 – Revise Section 1 as follows:

Section 1. Longevity pay, in addition to the wage amounts listed in Addendum “A”, shall be according to the following schedule:

Years of Service

Amount of Increase

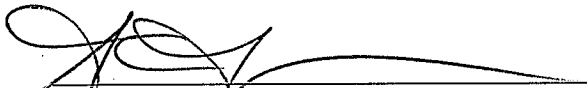
<b><u>After 7 continuous years of service</u></b>	<b><u>\$ .10 per hour</u></b>
After 10 continuous years of service	\$ .20 per hour
After 15 continuous years of service	\$ .30 per hour
After 17 continuous years of service	\$ .40 per hour
After 20 continuous years of service	\$ .50 per hour
After 23 continuous years of service	\$ .60 per hour
After 25 continuous years of service	\$ .70 per hour
After 27 continuous years of service	\$ .80 per hour
After 30 continuous years of service	\$ .90 per hour

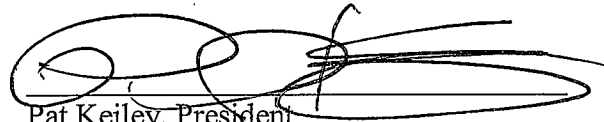
(Note: The above change in Article 30, Section 1 is effective on June 28, 2009, and any retroactive lump sum payment will be made within thirty calendar days of the date the employer is notified of ratification. The parties agree that the contract will be modified when a 2010 successor agreement is reached, unless the parties mutually agree otherwise during 2010 contract negotiations.)

Dated this 13<sup>th</sup> day of October 2009.

FOR THE EMPLOYER:

FOR THE FEDERATION:

  
Steve Johnson, Director  
Human Resources

  
Pat Keiley, President  
Federation of Missoula County Employees

10-2-09