

A G E N D A R E P O R T

DATE February 19, 2008

ITEM LABOR AGREEMENT: CITY OF GREAT FALLS AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL # 233

INITIATED BY The International Brotherhood of Electrical Workers (IBEW), Local #233

ACTION REQUESTED APPROVAL OF LABOR AGREEMENT

PREPARED & PRESENTED BY Linda Williams, Human Resources Manager

REVIEWED & APPROVED BY Cheryl Patton, Assistant City Manager

RECOMMENDATION:

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The recommendation is to approve the Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers, Local #233, hereafter referred to as the IBEW.

MOTION:

I move that the City Commission approve the Labor Agreement between the City of Great Falls and the IBEW, and authorize the City Manager to execute said Labor Agreement.

SYNOPSIS:

Attached is the proposed labor agreement between the City of Great Falls and the IBEW.

BACKGROUND:

The terms of the proposed agreement are for an eighteen (18) month period from January 1, 2008 through June 30, 2009. The economic impact is 3% effective January 1, 2008, and 3% effective January 1, 2009.

The major changes from the previous agreement are as follows:

- 1. Article 2, TERM OF THE AGREEMENT

 The dates were changed to reflect the duration of the agreement, 1/1/08 – 6/30/09.

- 2. Article 11, CALL BACK, Section 11.1

 The times when an employee is paid overtime when called in to work was changed. Employees will be compensated a minimum of two hours of overtime if called back to work two hours or less before the beginning of their regular shift and up to four hours after the end of their regular shift. On a day an employee is not scheduled to work, including holidays and vacations, the employee will receive a minimum of four hours of overtime.

3. Article 16, SICK LEAVE, New Section 16.9

A new section was added to provide a program that will allow employees the opportunity to participate in a Health Saving Account. A program will be implemented such as the State's Voluntary Employee Beneficiary Association (VEBA) or a similar program that allows employees to contribute their lump sum sick leave cash out on a pre-tax basis, paid at 25% of their accrued balance per state law, into an account to help pay medical expenses, including premiums, after retirement or separation from employment.

4. Article 23, HOT MEAL

The hot meal allowance amounts were changed to be consistent with the amounts in the other labor agreements that provide for hot meals after employees have been working a certain number of hours of overtime. If this amount increases in other labor agreements during the term of this agreement they will increase in this one as well.

5. Schedule A

The salary schedule was updated to reflect a 3% increases effective 1/1/08 and 1/1/09.

A notation was made regarding the Water Plant Operations Foreman position. The Water Plant Operations Foreman supervises the Water Plant Operators who are covered by the Crafts Council labor agreement. The City agreed to adjust the Water Plant Operations Foreman's rate of pay **if** the Water Plant Operators receive a market adjustment during the term of this agreement that is over and above the general cost of living increase.

6. Schedule B, Item 4 A (3) - Health Insurance

The contribution rates were changed to reflect current City and employee contribution amounts in effect 1/1/08. Any increases during the term of the agreement will be shared to maintain the City's contribution rate of 90% of the total premium, and the employee's contribution rate of 10%.

The language was also modified to ensure compliance with the City's Section 125 Plan, which requires employees to be given the option of the health benefit being either pre or post tax.

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

January 1, 2008 – June 30, 2009

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ___ day of January, 2008, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE

The CITY recognizes the UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this Agreement, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The CITY recognizes that the employees covered by this Agreement are primarily maintenance and service employees.

The present recognized jurisdiction of the International Brotherhood of Electrical Workers shall be maintained during the term of this Agreement, with the exception of the Water Plant Operator classification. The current employees classified as Water Plant Operators will be grandfathered in under this agreement, but as these positions are vacated, the classification of Water Plant Operator will no longer be under the jurisdiction of the IBEW.

ARTICLE 2

TERM OF THE AGREEMENT

- 2.1 This Agreement shall take effect January 1, 2008 and shall remain in effect until June 30, 2009, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least 60 days prior to the anniversary date.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified in the notice.
- 2.4 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least thirty (30) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event that an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to final and binding arbitration, either party may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.
- 2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all parties

hereto

- 2.7 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the I.B.E.W. and the City of Great Falls for approval, the same as this Agreement.

ARTICLE 3

SUCCESSORS:

In order to effectuate the purpose of this Agreement, the parties agree that this Agreement shall be binding upon their successors or assigns.

ARTICLE 4

DEFINITIONS

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Permanent employee" means an employee who is assigned to a position designated as permanent in the City's budget.
- C. "Temporary employee" means an employee assigned to a position designated as temporary in the City's budget, created for a definite period of time not to exceed nine (9) months.
- D. "Full-time employee" means an employee who normally works forty (40) hours a week.
- E. Base Pay defined as: Employee's hourly pay rate in that category to which an employee is ordinarily assigned exclusive of longevity or any other special allowances.

ARTICLE 5

UNION SECURITY

5.1 Employees who are members of the UNION on the date this Agreement is executed shall, as a condition of continuing employment, maintain their membership in the UNION. All future employees performing work within the jurisdiction of the UNION involved shall, as a condition of continuing employment become members of such UNION within thirty (30) days of the date of their employment and the UNION agrees that such employees shall have thirty-one (31) days from date of employment within which to pay UNION'S initiation fees and dues. If the employees fail to pay initiation fees or dues within thirty-one (31) days or fails to effectuate the provisions of Section 39-31-204 of the Montana Statutes, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee upon written request from the UNION. CITY agrees not to discriminate against any employee for membership in the UNION or for lawful UNION activities, provided such activities do not interfere with the efficient operation of the various departments of the CITY.

Employees qualifying under 39-31-204 shall pay an agency fee, equivalent to the regular initiation fee and UNION dues as provided for in the Local UNION, for the purpose of administering the Agreement.

CITY shall notify UNION in writing of employees hired that may be affected by this Agreement within five (5) days from the date of hire and said employee shall be notified to make contact with the UNION.

5.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of employee. The deductions shall be made once each month and the total of such deductions made payable to the UNION.

5.3 It is understood the UNION shall have the right to use Business Agents, Shop Committees or Stewards to adjust grievances as they arise. The CITY agrees that local Business Agents for the UNION shall be given access by the CITY to members of the UNION at the places of business of the CITY during hours of operation, for the purpose of ascertaining whether the terms of this Agreement are being observed if the agent does not disrupt the normal CITY operations, except for unsafe conditions.

5.4 The UNION will notify the CITY in writing what representative (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the Agreement or in any other matters which affect or may affect the relationship between the CITY and UNION.

5.5 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE IV.

5.6 In consideration of the "save harmless" clause above, the CITY agrees that the UNION shall

maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

ARTICLE 6

STRIKES AND LOCKOUTS

- 6.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 6.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this Agreement.
- 6.3 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 6.4 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION or the CITY from providing emergency operation of the water, wastewater and sanitation systems that are essential to the health, welfare, and safety of the public.
- 6.5 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

ARTICLE 7

MANAGEMENT RIGHTS:

The CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- a. direct employees;

- b. hire, promote, transfer, assign and retain employees;
- c. relieve employees from duties because of the lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- d. maintain the efficiency of CITY operations;
- e. determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- g. establish the methods and processes by which work is performed, including the utilization of advancements of technology.

The foregoing enumeration of CITY management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 8

EMPLOYEE RIGHTS/GRIEVANCE

8.1 Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

- STEP 1 The Division Supervisor will attempt to resolve any grievances that arise in his Division.

- STEP 2 A. If the employee is not satisfied with the Division Supervisor's decision, he may reduce the grievance to writing and submit to the UNION for evaluation. The written grievance shall contain the following information:
 - 1. The nature of the grievance and the facts on which it is based.
 - 2. The provisions of the agreement allegedly violated, if applicable.
 - 3. The remedy requested.
- B. No grievance shall be considered or processed unless it is submitted within fifteen (15) days of the first knowledge.

- STEP 3 If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) may present the written grievance to the Department Director.

- STEP 4 If within ten (10) working days the grievance has not been settled, it may be submitted to the City Manager or his designee for adjustment.

STEP 5 If within ten (10) calendar days the grievance has not been settled, it may be submitted to arbitration for adjustment by either party.

- A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the American Arbitration Association. By mutual consent another process can be utilized. The arbitrator shall have thirty (30) days in which to render a decision.
- B. Any grievance involving a monetary issue, including those related to hours and working conditions which could have an apparent economic effect or impact less than five hundred dollars (\$500) shall be subject to final and binding arbitration. Any monetary issue, as defined in the last sentence, in excess of five hundred dollars (\$500) may be subject to final and binding arbitration only if mutually agreed upon.
- C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek judicial determination.
- D. CITY shall present claims or grievances in writing to the UNION.
- E. Arbitrator's Authority: In any case where final and binding arbitration is utilized, the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, regulations having the force and effect of law. The expenses of arbitration shall be borne by the two parties equally, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, provided, however, it pays for the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

8.2 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step in the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or UNION's last answer. If the CITY or UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

ARTICLE 9

WAGES AND PAY PERIODS:

Attached hereto and made a part hereof by reference as Schedule A is a list of the agreed wage schedule, classifications and rates of jobs of employees covered by and for the duration of this Agreement. Exclusive of unforeseen emergencies, all employees covered by this Agreement shall be paid at least two times each month. The CITY will make every effort to have paychecks by 4:00 p.m. on pay day.

ARTICLE 10

HOURS OF WORK AND OVERTIME:

- 10.1 Subject to the special work schedules set forth herein the normal work week shall consist of five (5) days, of eight (8) continuous hours each, except for a normal lunch period. Any schedule other than Monday through Friday will be worked out with the employees and the UNION will be notified.
- 10.2 One and one-half times (1½) the regular straight time rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 10.3 CITY agrees that each permanent full-time employee will be given the opportunity of working at least forty (40) hours of each work week except those in which any of the holidays provided for herein occur; during work weeks in which any said holidays fall upon any work day, CITY agrees that each permanent full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. Holidays shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this Agreement. The CITY and the UNION will mutually agree on any modification of hours of the work week prior to a reduction in manpower.

ARTICLE 11

CALL BACK:

- 11.1 An employee called in for work at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours overtime from two (2) hours before the start of their scheduled shift and four (4) hours from the end of the scheduled shift on a normal work day.

At all other times, including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular pay rate.

An extension or earlier report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

- 11.2 Standby Time: An employee placed on standby will wear a pager, which is provided by the

CITY, and remain within the range of the pager during the time on standby. The standby period is defined as any consecutive 24-hour period. The employee must be notified at least 24 hours preceding the beginning of any standby period, and no later than 10:00 p.m. on a normal work day. The employee will be compensated for two (2) hours of overtime pay for the standby period in addition to any call back compensation.

- 11.3 Bargaining unit members who are required to make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.

ARTICLE 12

SENIORITY

Seniority means the rights secured by permanent full-time employees by length of continuous service with the City. Seniority rights shall apply to layoff, scheduling of vacations and transfers of employees, that is, the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which seniority shall date back to the date of last hiring. Seniority shall be determined by craft and division. Recall rights are not earned until after six (6) months continuous service.

Seniority shall be broken by (a) quit; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days following written notification to employee and UNION to return to work sent to the last known address to the City; (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new permanent employees shall be hired in a craft or division until all laid off employees who shall retain seniority in that classification who are qualified to fill the open job have been given an opportunity to return to work.

ARTICLE 13

PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):

- 13.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.
- 13.2 All employees will serve a six (6) month probationary period in any dissimilar job in which the employee has not served a probationary period.
- 13.3 At any time during the probationary period, a newly hired or rehired (after twelve (12) months absence) employee may be terminated at the sole discretion of the CITY.
- 13.4 If an employee is determined to be unqualified during a probationary period following a promotion or reassignment, said employee shall revert to his previous position or one of comparable pay and responsibility.

ARTICLE 14

HOLIDAYS:

- 14.1 Full-time employees shall be granted the following holidays each calendar year:
- a. New Year's Day, January 1
 - b. Martin Luther King Day, third Monday in January
 - c. Lincoln's and Washington's Birthday, third Monday in February
 - d. Memorial Day, Last Monday in May
 - e. Independence Day, July 4
 - f. Labor Day, first Monday in September
 - g. Veterans Day, November 11
 - h. Thanksgiving, fourth Thursday and Friday in November
 - i. Christmas, December 25
 - j. Every day in which a general election is held throughout the State (General Election Day)
- 14.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, MCA, shall be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of pay at the regular rate of pay.
- 14.3 If the employee is required to work on the designated holiday and is not given a day off in lieu of the holiday, he/she will be paid at one and one-half (1 1/2) times the regular hourly rate plus holiday pay.
- 14.4 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

ARTICLE 15

VACATION:

Vacation shall be earned and accumulated as provided in the Montana Codes Annotated.

Vacation time earned but not used at the time of termination shall be paid the employee at his base pay. Vacation time shall be granted at the time requested insofar as possible, subject to the requirement of service. Vacations shall be bulletined and the most senior employee shall have the first choice as to his vacation time; also he shall be given a choice of a split vacation if he so desires.

Vacations shall be bulletined so as to start on January 1 and end on December 31 of each year. If an employee desires to take his vacation other than the period requested he must contact his immediate supervisor and arrange for same. All vacations are to be based on each employee's

anniversary day of hire.

All vacations will be bulletined between November 1 through December 31. Any protest over vacation dates must be submitted, in writing, to the division head before January 1 or no adjustments will be made.

In the case of vacation schedules, seniority shall govern by division with the most senior employee given first (1st) choice of when he shall take his vacation. Employee may split vacation provided that in no event may less than one week be taken at any time nor may more than two vacation periods be scheduled in any one calendar year, except that, with the approval of the division head, an employee may schedule as many as five (5) of his days to be taken one day at a time as long as all other vacation time is taken in at least one-week segments, and no more than two periods throughout the year. Seniority shall apply on first split only.

ARTICLE 16

SICK LEAVE:

- 16.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.
- 16.2 Employee may take sick leave for the following reasons:
1. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
 2. When urgently need to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more than three (3) days at any one time.
 3. When there is a death in the immediate family, five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws.
- 16.3 A doctor's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
1. Report as soon as reasonable possible prior to the beginning of the shift to his (her) division head the reason for absence.
 2. If the absence is for more than one (1) day in length, the employee must keep his (her) division head informed of his (her) condition, when physically possible.
- 16.5 Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's

sick leave.

- 16.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.
- 16.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits, which presently are as follows for the beneficiaries of members who die before retirement.
1. Lump sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.
- 16.8 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the IBEW UNION may donate five (5) days of sick leave to an employee on an individual basis. Requests for donations must be approved by management. Maximum employee can receive or donate is fifteen (15) days in a calendar year.
- 16.9 The City agrees to make application to participate in the State's VEBA (Voluntary Employee Beneficiary Association) program, or a similar Health Reimbursement Account (HRA) program, designed to allow employees to contribute termination sick leave pay outs into an account to pay for eligible health insurance premiums and medical expenses after retirement. The cash out of accrued sick leave will be in accordance with state law, MCA 2-18-618(6), which currently provides lump-sum payment at 25% of an employee's accrued sick leave balance upon termination.

ARTICLE 17

FAMILY AND MEDICAL LEAVE:

- 17.1 LEAVE ENTITLEMENT: Up to twelve (12) weeks of leave may be taken in any twelve (12) month period. This is computed as twelve (12) months measured forward from the first date leave is used.
- 17.2 USE: Reasons for taking leave: Unpaid leave must be granted for any of the following reasons:
- a. To care for the employee's child after birth, or placement for adoption or foster care;
 - b. To care for an immediate family member (spouse, child or parent) with a serious health condition (does NOT include in-laws); or,
 - c. To take medical leave when the employee is unable to work because of a serious

health condition.

17.3 SUBSTITUTION OF PAID LEAVE

- a. If leave is taken for the birth, adoption or foster placement of a child (not medical purposes), the employee can choose or the City can require the employee to use all paid vacation leave or compensatory time before taking unpaid leave.
- b. If the leave is taken for the serious illness of an eligible family member or the employee, the employee can choose, or the City can require the employee to use all paid sick leave and compensatory time before using unpaid leave. If the employee chooses, he/she may also use paid vacation leave before taking unpaid leave.
- c. It is the responsibility of the City to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee. In no event may such designation be made after leave is concluded, or based on information other than that provided by the employee.

17.4 INTERMITTENT LEAVE AND REDUCED HOURS

- a. FMLA leave can be taken intermittently, in less than full day increments. Reduced hour schedules also require the approval of the Department Head.

17.5 APPLYING FOR FMLA LEAVE: Employees seeking to use FMLA leave must complete a FMLA Request Form and may also be required to provide:

- a. 30-day advance notice of the need to take FMLA leave when the need is foreseeable, or as soon as possible if the need is not foreseeable, usually within one or two working days of learning of the need for leave;
- b. Medical certification to support a request for leave because of a serious health condition affecting the employee or an immediate family member;
- c. Second or third medical opinions and periodic recertification, at the City's expense;
- d. Periodic reports during FMLA leave on the employee's status and intent to return to work; and,
- e. A "fitness for duty" certification to return to work.

17.6 BENEFITS WHILE ON FMLA LEAVE

- a. HEALTH INSURANCE: The City is required to maintain group health insurance coverage for the employee on FMLA leave on the same terms as if the employee had continued to work. If employees are required to contribute a portion towards the health premium, he/she will be required to pay their share while on FMLA, if in a leave without pay status.

- b. ACCRUALS: If the employee is in a leave without pay status, he/she will not accrue sick leave, vacation leave, compensatory time, or holidays.

ARTICLE 18

TEMPORARY ASSIGNMENTS:

Employees temporarily assigned to a higher rated position, (i.e., Water Plant Operations Foreman performs Electrician work), shall receive the higher rate of pay for all actual hours worked at the higher rated position. If an Electrician is reassigned to the Building Official's division to perform inspections when the Code Inspector is on an extended vacation, he/she shall receive the higher rate of pay for all actual hours worked at the higher rated position.

ARTICLE 19

REST BREAK:

There shall be a fifteen (15) minute break midway in the first (1st) half of a shift and midway in the second (2nd) half of the shift for all employees covered under the terms of this Agreement.

ARTICLE 20

SEVERANCE PAY:

Any employee who has completed his probationary period and who shall be terminated by the CITY, except for just and sufficient cause for firing, shall be given fourteen (14) calendar days notice of said termination or in lieu of said notice ten (10) working days pay computed at the employee's normal base pay rate. Employees quitting the CITY will give a minimum of fourteen (14) calendar days notice or be terminated not in good standing and will not be eligible for rehire.

ARTICLE 21

JURY DUTY:

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY. An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. The CITY may request the Court to excuse an employee summoned for jury duty if needed for proper operations of the CITY.

An employee dismissed before three (3:00) p.m. will be required to report back to work if not on annual leave.

ARTICLE 22

LEAVE OF ABSENCE:

Employees are eligible to apply for a leave of absence without pay for a period not to exceed six (6) months, unless an extension is mutually agreed to. The granting and extent of a leave of absence without pay is at the discretion of the CITY. During such leave, the employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. Existing seniority rights will be frozen during the term of the leave. Employees must self-pay health insurance premiums while on an approved leave of absence. No leave of absence will be granted for an employee to accept outside employment.

ARTICLE 23

HOT MEAL:

In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime he shall be provided a hot meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for any time utilized to eat.

For health purposes, all employees shall be provided clean up facilities prior to meals. Morning meal limited to \$7.50 and evening meal to \$10.00, or an amount equal to other bargaining unit's meal allowance, whichever is greater.

ARTICLE 24

LONGEVITY:

For purposes of longevity only, time shall be computed and start July 1, 1993 for the first year of the contract. Starting 7/1/04, for purposes of longevity only, time shall be computed and start from the date of hire into the bargaining unit without a break in service, and the following schedule of benefits shall be paid to employees who accrue longevity in the time elements stipulated.

Longevity Plan: Subsequent to the completion of ten (10) full years of employment, employees who otherwise qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$10.00 per month
After 15.0 years through the end of the 20th year	\$20.00 per month
After 20.0 years through the end of the 25th year	\$30.00 per month
After 25.0 years through the end of the 30th year	\$40.00 per month
After 30.0 years or more years	\$50.00 per month

Longevity pay will be paid to the eligible employees in a lump sum amount once each year in December for any longevity pay earned as of the previous June 30th. The maximum payment to be for twelve (12) months. Longevity pay to be in separate check to the employee.

ARTICLE 25

AFFIRMATIVE ACTION POLICY:

The UNION and the CITY agree to cooperate in an Affirmative Action Program to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

ARTICLE 26

SUPPLEMENTAL AGREEMENT:

25.1 During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed by both parties.

ARTICLE 27

SAVINGS CLAUSE:

In the event any Federal or State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provision so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The CITY and UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

SCHEDULE A

CITY OF GREAT FALLS

AND

LOCAL UNION #233, I.B.E.W.

During the term of this Agreement, the following rates will be paid:

<u>TITLE</u>	<u>EFFECTIVE</u>	
	<u>JANUARY 1, 2008</u> (3% increase)	<u>JANUARY 1, 2009</u> (3% increase)
Master Electrician	\$22.74	\$23.48
Electrician	\$21.32	\$22.02
Traffic Signal Technician	\$21.32	\$22.02
Code Inspector	\$22.74	\$23.48
*Water Plant Operations Foreman	\$19.69	\$20.34

*If during the term of this agreement the Water Plant Operator II's covered by the Crafts Council labor agreement receive a market adjustment, in addition to the cost of living increase negotiated between the City of Great Falls and the Crafts Council effective 7/1/08, the City agrees to adjust the Water Plant Operations Foreman's rate of pay by the same market adjustment amount.

SCHEDULE B

CITY OF GREAT FALLS

AND

LOCAL UNION #233, I.B.E.W.

SPECIAL CONDITIONS

In addition to the above wages, the following Special Conditions shall be provided:

1. Special Work Schedules: It is understood and agreed that certain job classifications at the water plant require special work schedules. In those cases, the Supervisor shall designate the work week, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday and Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour work schedules or less are maintained the Supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System, as provided by State law.
3. Special Conditions -- Inspectors:
 - (A) The Union shall have jurisdiction over those employees of the City classified as Electrical Inspectors only.
 - (B) Applicants for the position of Electrical Inspector shall possess at least one of the following qualifications:
 - (1) Master's License in the electrical field;
 - (2) Certification as a degreed, registered engineer with a minimum of one year's work experience in the appropriate discipline at the time of employment;
 - (3) A bachelor's degree in engineering with a minimum of three years' work experience in the appropriate discipline at the time of employment;
 - (4) A minimum of five years' work experience in the appropriate discipline at the time of employment.
 - (C) In the event a vacancy occurs, the City will attempt to hire an individual with

the qualifications set forth in Item 3(B)(1) above. Upon approval to recruit for the position, the City will notify the Union and request a list of qualified personnel. Said list of qualified personnel must complete a City application packet and will be considered along with applicants obtained through the City's normal recruitment practices.

- (D) Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:
 - (1) Said inspector is absent due to illness, vacation or other authorized absence;
 - (2) An emergency situation exists (i.e., flood, fire, earthquake or other act of God);
 - (3) Necessary for efficiency of operation.

- 4. Union Pension and Insurance Plans: The City agrees to pay directly to any pension plan designated by the Union, an amount specified by said Union for all hours compensated for by the City. The City further agrees to contribute amounts outlined below into the various pension and insurance plans. Any additional contributions specified by the Union for the duration of this Agreement will be deducted from employee's base pay.

(A) I.B.E.W.:

- (1) It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon

seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of the labor agreement.

The City is obligated to pay the 3% of gross monthly payroll for the Master Electrician, Electrician, Traffic Signal Technician, Code Inspector and Water Plant Operations Foreman.

- (2) The sum of one dollar and twenty-five cents (\$1.25) per hour per man for all hours paid on Master Electrician, Electrician, Traffic Signal Technician, Code Inspector, and Water Plant Operations Foreman employed under the terms of this Agreement will be forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The City shall forward monthly a payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be mailed to reach the office of the collecting agency not later than fifteen (15) calendar days following the end of each calendar month. If the City fails to remit, the City shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the City fails to show satisfactory proof that the required payments have been paid to the designated depository.
- (3) The Employer agrees to provide non-occupational health and accident insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the city's health insurance plan on either a pre-tax or post-tax basis. If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

*The City's contribution of the composite rate will increase with future increases to the composite rate.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 1/1/08, for each eligible employee covered by this Agreement into the City's Health Insurance Plan. Any additional premium charges after 1/1/08 and all increases in premiums for the duration of this Agreement will be shared to maintain the City's 90 (ninety) percent contribution of the total premium and the employee's contribution of 10%.

Type of Coverage	<u>7/1/07</u>		<u>7/1/08 (10% increase)</u>	
	City Composite Contribution	Employee	City Composite Contribution	Employee
Employee	\$712	\$16	\$783	\$ 21
Employee & Spouse	\$712	\$72	\$783	\$ 80
Employee & Child(ren)	\$712	\$69	\$783	\$ 76
Family	\$712	\$95	\$783	\$105

- a. The City reserves the right to add to the benefit plan in effect prior to August 1, 1988, with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.

Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

- (4) In those divisions where shifts are established, there shall be paid in addition to the regular hourly wage, a shift differential of twenty-five (25¢) per hour for the evening shift and thirty-five cents (35¢) per hour for the midnight to morning shift. For shift differential pay calculation, the 25¢ per hour rate will be from 4:00 p.m. to midnight and the 35¢ per hour rate from midnight to 8:00 a.m. Employees assigned to special work schedules will be paid the shift differential for that shift whether they actually work the shift or not.
- (5) A lead worker, designated by the City, shall be paid sixty cents (60¢) per hour over the regular rate.

AGREED to and dated this ____ day of _____ 2008.

FOR THE CITY OF GREAT FALLS

FOR LOCAL UNION #233, I.B.E.W.

John W. Lawton, City Manager

Keith Allen, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

David V. Gliko, City Attorney