



**Item:** Labor Agreement between the City of Great Falls and the Public Employees' Craft Council (Crafts Council)

**From:** City Manager's Office

**Initiated By:** Linda Williams, Human Resources Manager

**Presented By:** Greg Doyon, City Manager

**Action Requested:** Approve Labor Agreement

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Crafts Council, and authorize the City Manager to execute the agreement"

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

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**Staff Recommendation:** Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Crafts Council.

**Background:** The Crafts Council consists of five unions: Teamsters, Carpenters, Operating Engineers, Machinists and Laborers. The previous labor agreement was for a two-year period, expiring June 30, 2008. The terms of the proposed agreement extend the agreement for two years, from July 1, 2008 through June 30, 2010.

The major changes from the previous agreement are:

1. **Article 18, Health Benefits**  
The language was changed to ensure compliance with the City's Section 125 Plan, and contribution rates were changed to reflect City and employee contribution amounts effective 7/1/08. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

2. Article 24, Hot Meal  
The meal allowances were increased by 50¢.
3. Article 29, Duration  
The dates were changed to reflect the terms of the two-year contract.
4. Schedule A  
The wage schedule was increased by 3% effective 7/1/08, and 3.25% effective 7/1/09.  
  
Foreman positions were increased an additional 25¢/hour the first year of the agreement.
5. Schedule B  
Item 1, Shift Differential  
The night shift differential was increase from seventy cents (70¢) per hour to seventy-five (75¢) cents per hour.  
  
Language was added to address a unique night schedule in the Street Division of Public Works. The employees scheduled to work the night shift starting at 4:00 a.m. will receive the shift differential for the entire shift.  
  
Item 3, Leadworker  
The leadworker rate was increased from sixty (60¢) cents per hour to seventy-five (75¢) cents per hour.

**Concurrences:** The Crafts Council members voted on the proposed agreement on September 16, 2008 and ratified the agreement.

**Fiscal Impact:** The proposed contract provides for a 3% increase in wages effective 7/1/08, and a 3.25% increase in wages effective 7/1/09. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

**Attachments/Exhibits:**

Proposed labor agreement between the City of Great Falls and the Crafts Council

**A G R E E M E N T**

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**CITY OF GREAT FALLS  
PUBLIC EMPLOYEES CRAFTS COUNCIL**

**July 1, 2008 - June 30, 2010**

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# AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the \_\_ day of \_\_\_\_, 2008, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL, consisting of Construction and General Laborers #1686, Operating Engineers #400, International Association of Machinists #86, Teamsters Local #2, and PNWRC of Carpenters, hereinafter referred to as the "UNION", have mutually agreed as follows:

## PREAMBLE

The City and Unions have entered into a partnership to find ways to maintain cost effective and quality services to better serve the citizens of Great Falls.

## ARTICLE 1

### RECOGNITION AND PURPOSE:

- 1.1 The CITY recognizes the respective UNIONS 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 present recognized jurisdiction of the Craft Unions within the Craft Council shall be maintained during the term of this Agreement.
- 1.2 Employees will be assigned work consistent with the jurisdiction of the Craft Unions of which the employees are members except for extreme variations in work projects coupled with seasonal and weather factors, employees may be given temporary assignments across jurisdictional lines for a maximum of ten (10) consecutive working days without notice to Union. Temporary transfers to exceed ten (10) working days, in order to complete essential projects, cover employee accommodations for medical needs, vacation coverage, the Unions

involved must be notified and concurrence obtained.

- 1.3 Temporary transfers across jurisdictional lines will not be used abusively, and in no event will it be used in an effort to reduce or eliminate the representation of UNIONS in those organizational units in which the UNIONS have current jurisdictions. Barring changes in technology, every effort will be made to maintain the ratio of UNION representation consistent with past manning requirements.
- 1.4 Rates of pay for temporary assignments shall be as outlined in ARTICLE 17.
- 1.5 When an employee is transferred to another craft for temporary work, the CITY shall maintain paying his/her pension contribution rate to the pension fund from the craft in which employee was originally employed.
- 1.6 The City agrees to notify employees by posting any policy changes that may affect them in their department.

## **ARTICLE 2**

### **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 3**

### **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 designated by the City as permanent and who has attained or is eligible to attain permanent status.
- C. "Temporary employee" means an employee who is designated as temporary by the City for a definite period of time but not to exceed twelve (12) months; is not eligible for permanent status; is terminated at the end of the employment period; and is not

eligible to become a permanent employee without a competitive selection process.

Temporary employees will not be used to eliminate a permanent full-time position or delay filling a full-time vacated position.

- D. "Seasonal position" means a position which, although temporary in nature, regularly occurs from season to season or from year to year.
- E. "Part-time employee" means an employee who normally works less than forty (40) hours a week.
- F. "Full-time employee" means an employee who normally works forty (40) hours a week.
- G. "Lead worker" means a person assigned a temporary supervisory function and shall be held fully accountable for all responsibilities of a supervisor in the absence of a supervisor.
- H. 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 4**

##### **UNION SECURITY:**

- 4.1 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 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 fail to effectuate the provisions of Section 39-31-204 of the Montana Statutes, the UNION may request in writing that the employees be discharged. The CITY agrees to discharge said employees upon

written request from the UNION involved. 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 MCA 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. The City Human Resources Director or the Department Head involved will instruct all new employees to report to the respective UNION involved for a referral slip prior to starting work. The CITY shall have complete freedom of selectivity.

- 4.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee, and shall either be monthly or each pay period and the total of such deductions made payable to the UNION.
- 4.3 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.
- 4.4 UNION Stewards will not be discriminated against because of lawful UNION activity.
- 4.5 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.

- 4.6 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 4.
- 4.7 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 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 5**

### **STRIKES AND LOCKOUTS:**

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this Agreement.
- 5.2 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.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this Agreement.
- 5.4 It shall not be a violation of this Agreement to refuse to cross a legal picket line.
- 5.5 The UNION and the CITY agree that "strikes" or "lockouts" will not prevent the UNION and the CITY from providing emergency operation of the water, waste water and sanitation

systems that are essential to the health, welfare, and safety of the public.

- 5.6 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 6**

### **MANAGEMENT RIGHTS:**

As per MCA 39-31-303, 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.
- h. The UNION recognizes that the CITY has statutory rights in contracting for matters relating to municipal operations.

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 7**

### **EMPLOYEE RIGHTS/GRIEVANCE:**

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

Step 1. The employee and or Union Steward will discuss the grievance with the employee's immediate Supervisor in an attempt to resolve the grievance within fifteen (15) working days (Monday-Friday) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday-Friday) to respond to the employee and/or Steward.

Step 2. If the response from the Supervisor is not satisfactory, the employee and/or Steward shall contact the Union, and the Union shall, within ten (10) working days (Monday-Friday) of the response of the Supervisor in Step 1, reduce the grievance to writing and submit the grievance to the Division Supervisor. The Division Supervisor and the Union shall meet within ten (10) working days (Monday-Friday) to discuss the grievance and attempt to resolve the grievance. The Division Supervisor shall have five (5) working days (Monday-Friday) from the date of the meeting to respond to the Union with his/her decision in writing.

Step 3. If the response from the Division Supervisor is not satisfactory to the Union, the Union may within ten (10) working days (Monday-Friday) submit the grievance, in writing, to the Department Head for adjustment. The Department Head shall respond back to the Union within five (5) working days (Monday-Friday), in writing, with the City's decision.

Grievances regarding termination of employment shall be submitted by the Union, in writing, to the Department Head at Step 3.

Step 4. If the response from the Department Head is not satisfactory to the Union,

the Union may within ten (10) working days (Monday-Friday) submit the grievance in writing to the City Manager or his designee for adjustment. The City Manager or his designee shall respond back to the Union within ten (10) working days (Monday-Friday) in writing with the City's decision.

Step 5. If the grievance is not settled in Step 4, the Union and the Employer shall, within five (5) working days (Monday-Friday), agree to a date, time and place to convene a joint committee of two (2) representatives of the Union and two (2) representatives from the City to hear the grievance. The committee shall render a decision within five (5) working days (Monday-Friday) from the date of the hearing.

Step 6. If the grievance is not settled in Step 5, either party may within ten (10) working days (Monday-Friday) submit the grievance to Alternative Dispute Resolution (Third Party Resolution) to either the Federal Mediation and Conciliation Service or the Montana Board of Personnel Appeals.

A. The recommended decision in Alternative Dispute Resolution on any grievance involving a monetary issue, including those related to hours and working conditions, which could have an apparent economic effect or impact of less than eight hundred dollars (\$800.00), shall be final and binding on all parties.

B. The recommended decision in an Alternative Dispute Resolution on any grievance involving a monetary issue exceeding eight hundred dollars (\$800.00) shall not be final and binding and may be rejected by either party. If the recommended decision is acceptable to all parties, the grievance shall be deemed settled.

- C. If the City and the Union cannot agree whether a grievance has an economic effect or impact of less than eight hundred dollars (\$800.00), the party hearing the case in Alternative Dispute Resolution shall make the decision and it shall be final and binding on all parties.
- D. City shall present claims or grievances, in writing, to the Union.
- E. Alternative Dispute Resolution Authority: in any case where Alternative Dispute Resolution is utilized, the person hearing the grievance shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms and conditions of this Agreement. The person hearing the grievance 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 person hearing the grievance 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 Alternative Dispute Resolution 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 the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Step 7. If the grievance is not settled in Step 6, either party may seek further

judicial determination.

7.2 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.

7.3 NON-PROBATIONARY EMPLOYEE RECORDS:

The City shall maintain the official personnel records of each employee. Supervisors or management representatives will keep no other official personnel record. This provision shall not restrict said individuals from keeping administrative records with regard to employee action or transaction.

Employees shall have the right to review all materials within their official personnel files upon request during regular business hours in the presence of a management representative.

The employee may authorize a union representative to review their record upon submission of a written authorization to a management representative and in the presence of a management representative. The City shall be given a reasonable time period to furnish copies of said record if requested.

Any material that is placed in an employee's official personnel file shall be supplied to the employee and he or she shall be given the opportunity to respond in writing. The employee must sign the document as acknowledgment of receipt, not necessarily as agreement to the

contents thereof. If the employee refuses to sign, such will be noted on the form. A written notice to the employee stating the specific acts or omissions prompting the discipline and the remedy thereto shall document all disciplinary actions.

Unless required by federal or state regulations, i.e. retention periods for positive drug or alcohol tests, the City agrees to void or remove warning letters from an employee's personnel file if there have been no repeated offenses or other formal disciplinary problems within a two (2) year period from the date of the original disciplinary action, upon the request from the employee.

## **ARTICLE 8**

### **WAGES AND PAY PERIODS:**

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classifications/job title 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 attempt to assist employees in meeting economic hardships that may occur during the transition. The CITY will make every effort to have paychecks by 4:00 p.m. on pay day. For those employees working special shifts an attempt will be made to have checks on the evening before payday. If requested by employees going on vacation, the CITY will deposit their checks to a bank

of their choice or send it directly to the employee in a stamped self- addressed envelope supplied by the employee. The employee will be required to sign a statement holding the CITY harmless of delivery.

## **ARTICLE 9**

### HOURS OF WORK AND OVERTIME:

- 9.1 Subject to the special work schedules set forth herein the normal work week shall consist of five (5) days, Monday through Friday, of eight (8) continuous hours each, except for a normal lunch period. It is understood and agreed that certain job classifications 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 or 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. Nothing herein contained shall be interpreted to eliminate overtime pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. The City and Union agree employees shall not normally be required to work over twelve (12) continuous hours, however, if an employee is required to work sixteen (16) or more continuous hours, said employee shall receive an additional four (4) hours paid time off not to be deducted from vacation or sick leave.
- 9.2 By mutual agreement between the City and the Union, the City may establish alternate work weeks.

- 9.3 One and one-half times (1½) the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.4 CITY agrees that each permanent full-time employee will be given the opportunity of working at least forty (40) hours in 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 in each 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.
- 9.5 Standby Time. An employee "on standby" on a holiday or regular day off shall be entitled to be paid for four (4) hours standby time at his regular hourly rate for every twenty-four (24) hours he is on standby and four (4) hours for every fifteen (15) hours on standby during the regular work week, provided however, that if such employee is called to work during such period, he shall be paid a minimum of two (2) hours "call back" time plus the "standby time pay".

## **ARTICLE 10**

### **CALL BACK:**

- 10.1 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 up to 10:00 p.m. and after 6:00 a.m., and four (4) hours minimum at all other times, including holidays, paid at

one and one half (1½) times the employee's regular pay rate. An employee called back to repair broken water and sewer mains, unplug sewer mains, or clear ice from water plant intake will be given a minimum of four (4) hours call back time regardless of time of day. 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.

- 10.2 The CITY may assign such employee to any work which he (she) normally performs during the call back period.
- 10.3 Water Plant employees called in for work at a time other than his/her normal scheduled shift will be compensated two (2) hours at time and one-half (1½), in addition to their regular hours worked, unless the employee receives notice of the change at least eight (8) hours in advance. With at least eight (8) hours notice, employees do not receive additional compensation. Employees will receive at least fourteen (14) days advance notice prior to a change in the structure of the schedule.
- 10.4 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 11**

### **SENIORITY:**

- 11.1 Seniority means the rights secured by permanent full-time employees by length of continuous service with the City. Seniority rights shall apply to scheduling of vacations, and

layoffs, 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 time seniority shall date back to the date of hire. Recall rights are not earned until after twelve (12) months continuous service.

11.2 Seniority shall be determined first by craft and division, second by craft and third by other crafts covered by this Agreement.

11.3 Seniority shall be broken by (a) quit; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days to the craft and division where his seniority was gained, following written notification to employee and UNION to return to work sent by the CITY by mail to their last known address; (e) absence from CITY employment for layoff for twelve (12) or more months; (f) absence from CITY employment due to an on-the-job injury for twelve (12) months.

11.4 No new permanent employees shall be hired in a craft or division until all laid off employees who retain seniority are recalled by seniority as explained in 11.2 above as long as the employee in question is qualified to perform the duties of the open job.

11.5 The City shall post any Crafts Council position opening that may arise in all departments for five (5) full working days (M-F), and send bargaining unit position announcements to the Unions if Human Resources receives notice of where to send them and to whom.

## **ARTICLE 12**

### **PROBATIONARY PERIODS (FOR WORK EVALUATIONS ONLY):**

12.1 All newly hired or rehired (after twelve (12) months absence) employees will serve satisfactorily a six (6) month probationary period.

12.2 All employees will serve a six (6) month probationary period in any dissimilar job in which

the employee has not served a probationary period.

- 12.3 When an employee is considered marginal by the City an additional 30 day probationary period may be required upon approval of both City & Union.
- 12.4 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.
- 12.5 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 13**

#### HOLIDAYS:

- 13.1 Full-time employees shall be paid for eight (8) hours, or ten (10) hours if scheduled to work a ten (10) hour shift, at the regular hourly rate for the following holidays:
  - a. New Year's Day, January 1;
  - b. Martin Luther King Jr. Day, 3rd Monday in January;
  - c. President's Day, 3rd 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 Day, December 25;
  - j. Every day in which a general election is held throughout the State (General Election Day).

Designated holidays falling on an employee's regular days off: employee shall either 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. Employees required to work on these days will be paid at one and one-half (1½) times the regular hourly rate plus holiday pay.

- 13.2 To be eligible for holiday pay, an employee must be in a pay status either the last regularly scheduled working day before or the last regularly scheduled day after a holiday is observed. An employee shall not be eligible to receive holiday benefits if the employee begins work the day after a holiday is observed or is terminated the day before a holiday is observed.

## **ARTICLE 14**

### **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 subject to the operational needs of the department. 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 January 1 and through the third Friday in March. All approved vacation shall be posted by April 1. Any protest over vacation dates must be submitted, in writing, to the division head before May 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 the first full week or more selected, and does not apply on the remaining selections.

Any employee who desires three (3) days or less of accrued vacation may be allowed the requested time off if the employee has accrued sufficient vacation leave, gives twenty-four (24) hours notice to his/her supervisor, and it doesn't interfere with the operational needs of the department.

## **ARTICLE 15**

### **SICK LEAVE:**

15.1 Sick leave shall be earned and accumulated as provided in the Montana Codes Annotated.

15.2 Employee may take sick leave for the following reasons:

1. Personal illness;
2. Doctor and Dentist appointments. Employees are to give twenty-four (24) hour prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances;
3. When urgently needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than three (3) days at any one time. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, and corresponding in-laws;
4. When there is a death in the immediate family, up to five (5) days sick leave may be granted.

15.3 A doctor's report may be required for any paid sick leave in excess of one (1) working day except in the case of abusers where a doctor's report may be required for any sick leave.

Abuse of sick leave shall be subject to disciplinary action.

- 15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
1. Report 30 minutes prior to shift to his (her) division head or immediate supervisor 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.
- 15.5 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.
- 15.6 "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.
- 15.7 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 CRAFTS UNIONS may donate one (1) day 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.
- 15.8 Death Benefits. All personnel shall receive Public Employees' 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.

## **ARTICLE 16**

### **TEMPORARY ASSIGNMENTS:**

Employees temporarily assigned to a higher rated position shall receive the higher rated pay for all actual hours worked at the higher rated position.

## **ARTICLE 17**

### **REST BREAK:**

In an eight (8) hour shift, there shall be two (2) fifteen (15) minute breaks for all employees covered under the terms of this Agreement, breaks will be taken by mutual agreement between the employee and the immediate supervisor in each department.

## **ARTICLE 18**

### **HEALTH BENEFITS:**

18.1 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.

Any additional premium charges after 7/1/08 and all increases in premiums through June 30, 2010 will be shared to maintain the City's 90% (ninety percent) contribution of the total premium and the employee's contribution of 10% (ten percent).

Type of Coverage	7/1/08	
	*City Composite Contribution	Employee
Employee	\$783	\$ 21
Employee & Spouse	\$783	\$ 80
Employee & Child(ren)	\$783	\$ 76
Family	\$783	\$105

- a. The City reserves the right to add to, delete from, or modify the current benefit plan with no obligation to negotiate, and retains the right to delete or modify any or all 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.

**ARTICLE 19**

**SAFETY AND WELFARE:**

19.1 The health and safety of employees shall be reasonably protected while in the service of the CITY. The CITY shall carry Industrial Accident Insurance on employees.

19.2 The CITY recognizes its commitment to the safety, welfare, and health of all employees and citizens. To accomplish this, the CITY shall comply with all current occupational safety, health and environmental laws mandated by Federal, State and local jurisdictions. The CITY agrees to establish a Safety Program following the guidelines of the Montana Safety Culture Act.

The City Commission, City Manager, department heads and supervisors are charged with the responsibility to actively support and enforce the safety and loss control policy of the CITY. In addition, they are to implement and enforce all safety management directives, standards, reporting requirements and procedures recommended by the City's Safety Committee. All employees are responsible for carrying out all safety procedures, practicing safe work habits in performance of duties, and reporting all unsafe

conditions, actions, or procedures to their immediate supervisor for the purpose of preventing accidental loss to any person or property. The CITY agrees to hold monthly safety meetings for each division upon request, or at a minimum, quarterly.

19.3 The CITY will agree to pay for required DOT physicals by a physician of the CITY'S choosing. Employees must notify their supervisor to schedule physicals.

## **ARTICLE 20**

### **SEVERANCE PAY:**

Any permanent 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 written notice of said termination or in lieu of said written notice ten (10) working days computed at the employee's normal base pay rate. Employees quitting the CITY will give a minimum of fourteen (14) calendar days written notice or be terminated not in good standing and will not be eligible for rehire.

## **ARTICLE 21**

### **POSTING OF STATE LAW:**

All State Laws referred to in this Agreement will be made available at the Civic Center c/o the Human Resources Department.

## **ARTICLE 22**

### **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 two (2:00) p.m. will be required to report back to work if not on annual leave.

### **ARTICLE 23**

#### **LEAVE OF ABSENCE:**

It is understood and agreed by the parties hereto that the CITY may grant leave of absence to employees of up to one (1) year, provided, however, that such employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. Existing seniority rights however shall be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the City Manager. A copy of said terms and conditions shall be on file in the Human Resources Office.

### **ARTICLE 24**

#### **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.

Employees called out after regular working hours or on scheduled days off will be provided with hot meals as follows: first hot meal after two (2) hours overtime, another hot meal after each additional five (5) hours of work.

Employees who are called out on weekends or on scheduled days off and are not given a

minimum of one (1) hour to report shall be allowed hot meals as scheduled above. Employee will not be paid for time utilized to eat over one-half (1/2) hour.

For health purposes, all employees shall be provided clean up facilities prior to meals. Morning meal limited to \$8.00 and evening meal to \$10.50 for the term of the agreement. Employees who work a twelve (12) hour shift shall be allowed a meal allowance of \$10.50.

## **ARTICLE 25**

### **LONGEVITY:**

For purposes of longevity only, time shall be computed and start July 1, 1970, and the following schedule of benefits shall be paid to employees who accrue seniority 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:

<b><u>YEARS OF TENURE</u></b>	<b><u>LONGEVITY PAY ALLOWANCE</u></b>
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. Upon request, longevity pay to be in separate check to the employee.

## **ARTICLE 26**

### **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. The CITY shall not discriminate against any employee for his/her political beliefs or their involvement in political actions.

## **ARTICLE 27**

### **WAIVER AND AMENDMENT CLAUSE:**

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this Agreement. 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.

This clause shall not be construed to limit, impair or act as a waiver of the CITY'S or UNION'S right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

## **ARTICLE 28**

### **SAVINGS CLAUSE:**

In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions 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 the UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

## **ARTICLE 29**

### **DURATION:**

This Agreement shall continue in full force and effect until June 30, 2010. Thereafter, the agreement shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to June 30, 2010 or sixty (60) days prior to the end of any twelve (12) months effective period either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and at least forty-five (45) days prior to the expiration date of the Agreement, meetings to consider such changes be held by the parties.





## SCHEDULE B

CITY OF GREAT FALLS,  
MONTANA

CITY OF GREAT FALLS  
PUBLIC EMPLOYEES CRAFT COUNCIL

### SPECIAL CONDITIONS

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

1. SHIFT DIFFERENTIAL: In those divisions where shifts are established, there shall be paid in addition to the regular hourly wage, a shift differential of fifty cents (50¢) per hour for the evening shift and seventy-five cents (75¢) per hour for the midnight to morning shift. For shift differential pay calculation, the evening shift rate will be from 4:00 p.m. to midnight and the midnight to morning rate from midnight to 8:00 a.m. Employees assigned to special work schedules will only be paid the shift differential for that shift when they actually work the shift.  
  
For Street Division employees who work four (4) or more hours during a shift which is paid a differential, said employees shall receive the differential for all hour worked that shift. This shall apply to employees who are scheduled for shift work starting at 4:00 a.m.
2. UNION PENSION PLAN: The CITY agrees to pay directly to any pension plan designated by any of the UNIONS that are a party to this Agreement an amount specified by said UNION for all hours compensated for by the CITY. This payment shall be in lieu of an equal amount of base pay.
3. LEADWORKER: A leadworker, designated by the CITY, shall be paid seventy-five cents (75¢) per hour over the regular rate.
4. UNIFORMS: The CITY will provide two (2) new uniforms at the time of hire for Water

Meter Readers, Head and Asst. Head Stationary Engineers and Custodians assigned to the Community Development Department and will replace them as needed within thirty (30) days provided that the employee shows proof of need and surrenders the old uniform upon replacement, not to exceed four (4) uniforms in any twelve (12) month period. A uniform shall consist of shirt and pants. Said uniforms shall be worn only during normal work hours.

5. APPRENTICESHIP: It is agreed that if the CITY should, in the future, seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards. When the apprenticeship agreement has been negotiated and agreed to by the parties, it shall be attached hereto and made a part of this Agreement. In the establishment of an apprenticeship program, no rules will be adopted which conflict with the terms of this collective bargaining agreement.
6. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
7. SPECIAL CONDITIONS - SANITATION DIVISION:
  - a. Holiday Pick Up: There will be no refuse collection scheduled on the following holidays except in an emergency situation: New Year's Day, Labor Day, Christmas Day.
8. TOOL ALLOWANCE: All special automotive, heavy equipment, and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the CITY shall be furnished by the CITY. Each mechanic covered by this Agreement shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easyouts. Tools normally furnished by the employee, which are worn out or broken on the

job shall be replaced or repaired by the CITY with tools of same/comparable quality. Evidence of tools worn or broken on the job shall be furnished the CITY before replacement or repair can be made.

The CITY will be responsible for the security of the mechanic's tools properly stored and left on the job during other than normal working hours.

9. SEASONAL LABOR CLASSIFICATION: There will be three seasonal labor classifications:

The following will apply to these classifications:

- a. No pension contribution will be made for employees hired to work in these classifications.
- b. Classifications established for Park and Recreation and Public Works Departments.
- c. An employee may be assigned under this classification for any period of time up to nine (9) months without concurrence of the UNION. The Seasonal Laborers will be notified in writing at the time of their termination of their eligibility for re-hire. It will be the employee's responsibility to make application at the Human Resources Department and maintain current address and phone number.
- d. Employees in these classifications shall be able to take vacation as per Article 14.
- e. Employees in the classification assigned to the Golf Division of the Park and Recreation Department will receive the Park Maintenance Worker I rate of pay when operating the following equipment: and the Seasonal Golf Laborer rate of pay at all other times.  
front-end loader (excluding buckets under one cubic yard), and other equipment with a loader attachment on it, when operating the loader;

backhoe; chain saw;

Any new or added equipment equivalent to those listed above operated by Golf Division employees shall be paid at the Parks Maintenance Worker I rate of pay.

- f. Employees in this classification assigned to the Public Works Department may perform weed control with non-riding equipment, snow removal by hand shoveling/non-riding equipment.

IN WITNESS WHEREOF, the UNION and the CITY have caused this Agreement to be executed in their names by the duly authorized representatives at Great Falls, Montana, this \_\_\_ day of \_\_\_\_\_, 2008.

FOR THE CITY OF GREAT FALLS:

FOR THE UNIONS:

\_\_\_\_\_  
Greg Doyon, City Manager

\_\_\_\_\_  
Construction and General  
Laborers #1686

ATTEST:

\_\_\_\_\_  
Operating Engineers #400

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Intl. Assn. of Machinists  
District #86

(SEAL OF CITY)

\_\_\_\_\_  
Teamsters #2

\_\_\_\_\_  
Reviewed for Legal Content:  
CITY ATTORNEY

\_\_\_\_\_  
PNWRC of Carpenters