



Item: Labor Agreement between the City of Great Falls and the Painters Local #260
From: City Manager's Office
Initiated By: Linda Williams, Human Resources Manager
Presented By: Greg Doyon, City Manager
Action Requested: Approve Labor Agreement

Suggested Motion:

1. Commissioner moves:

"I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the Painters Local #260, and authorize the City Manager to execute the agreement"

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

Staff Recommendation: Staff recommends that the City Commission approve the labor agreement between the City of Great Falls and the Painters Local #260.

We are pleased to report that negotiations were respectful, constructive, and completed in only one meeting.

Background: The previous two-year labor agreement with Painters Local #260 expired June 30, 2009. The terms of the proposed agreement extend the agreement for two years, from July 1, 2009 through June 30, 2011.

The major changes from the previous agreement include:

1. Article 16, Family and Medical Leave

Article 16 outlined the Family Medical Leave Act. The detailed language was replaced with reference to the City Policy Manual and FMLA documentation.

3. Schedule A, Wages

The salary schedule was updated to reflect a 3.25% increase. The Painter chose to defer 30¢ to increase his current pension contribution, and 26¢ was added to the hourly rate.

Effective 7/1/0, the hourly rate will increase 7¢/hr. and the remainder of the negotiated increase (30¢/hr.) was deferred to pension.

4. Schedule B, Item A, IBPAT Union and Industry Pension Fund

The pension contribution amounts were updated to reflect the 30¢/hr. increase effective 7/1/09, and the additional 30¢/hr. increase effective 7/1/10.

5. Schedule B, Item A(4), Health Insurance

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 7/1/09. 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.

6. Article 25, Duration

The term of the agreement was changed to reflect the dates of the two-year agreement from 7/1/09 – 6/30/11.

Concurrences: The Painter Local #260 member voted to ratify the proposed agreement.

Fiscal Impact: The proposed contract provides for a 3.25% increase in wages effective 7/1/09, and a 1.5% increase in wages effective 7/1/10. The 3.25% effective 7/1/09 is the same as all of the other bargaining units.

The City also agreed to contribute an additional 10¢/hr. for pension contributions in the second year of the contract.

Health insurance rates did not increase 7/1/09. If there are increases in health insurance premiums during the term of the agreement, the increase will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

Attachments/Exhibits:

1. Proposed labor agreement between the City of Great Falls and the Painters Local #260

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

July 1, 2009 - June 30, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into at Great Falls as of the ____ day of September, 2009, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY" and PAINTERS LOCAL #260, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

PREAMBLE

The City and Union 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:

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 Painters Local #260 shall be maintained during the term of the Agreement.

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 assigned to a position designated as permanent in the City's Budget.
- C. "Temporary position" means an employee assigned to a position designated as temporary in the City's Budget, created for a definite period of time but not to exceed nine (9) months. Permanent employees will not be displaced with and/or by temporary employees.
- 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 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 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.

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. The deductions shall be made once each month 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, except for unsafe conditions.

4.4 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 the UNION.

4.5 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 4.

- 4.6 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 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 cessations 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" and "lockout" will not prevent the UNION or the CITY from providing emergency operation of the water and wastewater system 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.

- 5.7 It is understood that the City is obligated under state law to award contract to the lowest responsible bidder regardless of union or nonunion affiliation. The CITY agrees that employees covered under this agreement will not be assigned to such contracted projects. The UNION agrees that awarding of such contracts will not effect the performance of duties by employees covered under this agreement.

ARTICLE 6

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 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 of 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 7

EMPLOYEE RIGHT/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 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.

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.

ARTICLE 8

WAGES AND PAY PERIODS

Attached hereto and made a part hereof by reference as Schedule A is a list of 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 payday. The CITY proposes to change the pay periods from semi-monthly to bi-weekly, if every other unit agrees to the change.

ARTICLE 9

HOURS OF WORK AND OVERTIME

9.1 In compliance with the Fair Labor Standards Act (FLSA), the work period will consist of seven (7) consecutive 24-hour periods. Any hours worked in excess of forty (40) during the designated work period will be paid at one and one-half (1½) times the employee's regular rate of 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 those hours actually worked on a straight time basis. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's regular rate of pay.

10.2 Employees required to be on call as standby shall be credited a minimum of two (2) hours as time worked if he/she is actually called back to work. Standby assignments shall be for a fixed predetermined period of time not to exceed twenty-four (24) hours. Any hours worked in excess of forty (40) in a work week will be paid at one and one-half (1½) times the employee's 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 layoffs, 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 successfully 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 nine (9) months continuous service.

11.2 Seniority shall be broken when an employee:

1. terminates voluntarily or retires;
2. is discharged;
3. fails to report for work after layoff within three (3) working days after being notified by mail at their last known address;
4. is laid off for seven (7) consecutive months.

11.3 Employees to be laid off shall be given ten (10) working days advance notice of layoff.

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 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.

ARTICLE 13

HOLIDAYS:

13.1 Full-time employees shall be granted the following holidays:

- a. New Year's Day, January 1;
- b. Martin Luther King Jr. Day, 3rd Monday in January;
- c. Lincoln's and Washington's Birthday, 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, December 25;
- j. Every day in which a general election is held throughout the State
(General Election Day).

13.2 Designated holidays falling on an employee's regularly scheduled day off, as provided in 2-18-603, M.C.A., 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.

13.3 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 (1½) times the regular hourly rate plus holiday pay.

13.4 If the employee is required to work on the designated holiday and is given a day off in lieu of the holiday, the employee will receive pay at the regular rate for every hour

worked on the holiday.

- 13.5 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 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 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 and 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 15

SICK LEAVE

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

15.2 Employee may take sick leave for the following reasons:

1. Personal illness;
2. Doctor and Dentist appointments;
3. When urgently needed 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.
4. When there is a death in the immediate family, up to five (5) days sick leave may be granted. The "immediate family" shall mean: spouse, children, mother, father, brothers, sisters, grandparents and immediate family of spouse.

15.3 The Employer may require appropriate verification and/or Doctor's release for any absence which is charged to sick leave where abuse is suspected. Employer may still require a "fitness for duty" release. If such verification is requested and not provided, the request for sick leave shall be disallowed.

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) 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, when physically possible.

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 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.

ARTICLE 16

FAMILY AND MEDICAL LEAVE:

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

ARTICLE 17

REST BREAK:

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

ARTICLE 18

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 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 19

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 20

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 six (6) months, provided, however, that such employee shall not accrue any benefits, including but not limited to, sick leave and vacation leave. The granting and extent of the leave of absence without pay is at the discretion of the CITY. Existing seniority rights will be frozen during the term of said leave. Said leave is to be granted under the terms of conditions set by the City Manager. A copy of said terms and conditions shall be on file in the Personnel Office at all times.

ARTICLE 21

HOT MEAL:

In the event an employee is required to work more than four (4) 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 time utilized to eat over one-half (½) hour.

For health purposes, all employees shall be provided clean facilities prior to meals. Morning

meal limited to 4.50 and evening meal to \$7.00.

ARTICLE 22

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 or employment because of age, race, religion, sex, national origin, marital status, or public assistance status.

ARTICLE 23

SUPPLEMENTAL AGREEMENT:

22.1 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 24

SAVINGS CLAUSE:

In the event any Federal and State law or final decision of a 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 UNION agree to meet as soon as possible for the purpose of negotiation on the provision or provisions so affected.

ARTICLE 25

DURATION:

This Agreement shall continue in full force and effect until June 30, 2011. 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, 2011, 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 of the Agreement, meetings to consider such change shall be held by the parties.

In the event the parties do not reach a written agreement by the expiration date of or in the particular year as provided herein, then this Agreement shall in all respects be deemed void and terminated.

The parties hereto by written agreement may extend said period for the purpose of reaching a new agreement.

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, MT, this ____ day of August, 2009.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

City Manager

Painters Local #260

City Attorney
Approved for legal content

ATTEST:

City Clerk

SCHEDULE A

CITY OF GREAT FALLS

AND

PAINTERS LOCAL #260

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

<u>TITLE</u>	<u>EFFECTIVE</u>	
Painter	<u>7/1/09</u>	<u>7/1/10</u>
	3.25% = .56¢ 30¢/hr. deferred to pension 26¢/hr. added to hourly rate	1.5% + additional 10¢/hr. pension contribution = 37¢/hr. 30¢/hr. deferred to pension .07¢/hr. added to hourly rate
	\$15.80	\$15.87

SCHEDULE B

CITY OF GREAT FALLS,
MONTANA

AND

CITY OF GREAT FALLS
PAINTERS LOCAL #260

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 jobs require work schedules. In those cases, the Supervisor shall designate the work week with as much advance notice as possible.
2. P.E.R.S.: Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
3. Union Pension & Insurance Plans: 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 the CITY to full-time permanent employees. The CITY further agrees to contribute amounts outlined below into the various pension and insurance plans for all full-time permanent employees. Any additional contributions specified by the UNIONS for the duration of this AGREEMENT will be deducted from employee's base pay.

A. PAINTERS:

1. (a) Commencing with the first day of July, 1987, and for the duration of this agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IBPAT Union and Industry National Pension Fund for each full-time permanent employee covered by this Agreement as follows:
 - b) For each hour or portion thereof, for which a full-time permanent employee receives pay, the Employer shall make a contribution of \$2.00/hr. to the above name Pension Fund effective 7/1/09, increasing to \$2.30/hr. effective 7/1/10.
 - c) Contributions shall be paid on behalf of any full-time permanent employee starting with the employee's first day of employment.
 - d) The payments of the Pension Fund required above shall be made to the IBPAT Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.
2. The Employer hereby irrevocably designates as its representative on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees,

together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees required and the Trustees shall have the authority to have an independent Certified Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution to the Pension Fund.
4. If an Employer fails to make contributions to the Pension fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement, if the Union so desires.
5. The Pension Plan adopted by the Trustees of said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

6. Health Insurance:

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 during the term of the agreement through 6/30/2011. Any increases in premiums will be shared to maintain the City’s 90 (ninety) percent contribution of the total premium and the employee’s contribution of ten (10) percent of the total premium.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/09, for each eligible employee covered by this Agreement into the City’s Health Insurance Plan.

Type of Coverage	7/1/09	
	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 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.

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, MT, this ____ day of September, 2009.

FOR THE CITY OF GREAT FALLS

FOR PAINTERS LOCAL #260

City Manager

Painters Local #260

ATTEST:

City Attorney
Approved for legal content

City Clerk