



Item: Labor Agreement between the City of Great Falls and the Plumbers and Fitters Local #41 (Plumbers)

From: Jennifer Reichelt, Deputy City Manager

Presented By: Jennifer Reichelt, Deputy City Manager

Action Requested: Approve Plumbers and Fitters Local #41 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 Plumbers and Fitters Local #41.”

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

Summary: The current labor agreement between the City of Great Falls and Plumbers and Fitters Local No. 41 expires June 30, 2016. Representatives from the City and Plumbers and Fitters Local No. 41 met on April 21 and 22 and successfully negotiated an agreement. The term of the proposed agreement is for a two year period from July 1, 2016 through June 30, 2018.

There are five employees in this unit. Pending Commission approval, wages will be increased by 2.25% effective July 1, 2016 and 3% effective July 1, 2016.

Other major changes in the contract include:

- Basic Contract Language – Staff worked on cleaning up the contract and making it clear and more understandable. This included grammatical, consistency changes and bringing it current with State Law.
- The term “permanent” to “regular” employee was changed throughout the document.
- Article 11 Seniority – Language was added regarding recall rights, under this Agreement recall rights are only applicable for twelve months from layoff, or for the remaining term of this Agreement, whichever is less.
- Article 14 Vacation – Language relating to how vacation schedules are to be coordinated/scheduled was updated to be clearer for all parties involved.

- Article 19 Light Duty/Temporary Alternative Duty Assignment – Language was included in this Agreement regarding light duty/temporary alternative duty assignment; the same language was already included in many of the other contracts.
- Article 20 Temporary Assignments - Employees that are temporarily assigned to a higher rated position shall receive the higher rated pay for all actual hours worked at the higher rated position.
- Article 21 Hot Meal – The term “hot” was removed from this section and to be consistent all meals will now be reimbursed at a rate of \$10.50.
- Article 22 Longevity – Longevity pay was increased (doubled) to \$20, \$40, \$60, \$80 and \$100 per month depending on length of service. This equates to approximately \$2,000 (an additional \$1,000 of new dollars).
- Schedule A - The Plumbers voted to defer a portion of their wage increase towards their pension; they will be contributing an additional twenty-five cents each year.

Concurrences: The Plumbers’ members voted to ratify the proposed agreement.

Fiscal Impact: The fiscal impact is 2.25% effective July 1, 2016 and 3% effective July 1, 2017, which is approximately \$7,600 the first year and \$9,005 the second year. The City also committed to maintain the 90/10 split on health insurance increases during the term of the agreement, which for Plumbers equates to \$8,249.

Alternatives: The City Commission may choose not to approve the labor agreement, in which case, the City and the Plumbers would have to reconvene and continue the collective bargaining process.

Attachments/Exhibits:

Proposed Labor Agreement - City and the Plumbers and Fitters Local #41

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

PLUMBERS AND FITTERS LOCAL NO. 41

July 1, 2016 – June 30, 2018

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THIS AGREEMENT made and entered into at Great Falls as of the ____ day of _____, 2016, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the PLUMBERS AND FITTERS LOCAL NO. 41, hereinafter referred to as the "UNION", who have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE:

The CITY recognizes the respective UNION signatory hereto as the exclusive representative of all of its employees who are subject to the terms of the 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 maintenance, service, and new work employees, including assigned meter installation. The present recognized jurisdiction of the Plumbers and Fitters Local No. 41 shall be maintained during the term of this 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. "Regular employee" means a non-temporary employee who has satisfied any applicable probation period and is assigned to a position designated as regular 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 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 employee fails to pay initiation fees or dues within thirty-one (31) days or fail to effectuate the provisions of Mont. Code Ann. §39-31-204, the UNION may request in writing that the employee be discharged. The CITY agrees to discharge said employee 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 §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 shall notify the 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 fees 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 the relationship between the CITY and 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 for 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 cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action 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 for UNION members 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 or the CITY from providing emergency operation of the water and wastewater systems and/or other 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:

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 and processes by which work is performed, including the utilization of advancements of technology.

The foregoing enumeration of the CITY Management's Rights shall not be deemed to exclude other functions not specifically covered by this AGREEMENT.

ARTICLE 7

EMPLOYEE RIGHTS/GRIEVANCE:

7.1 Grievances which may arise, including the interpretation of the 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 ten (10) working days of the first knowledge and no later than ten (10) working days of first occurrence.

Step 3:

If within ten (10) working days the grievance has not been resolved, it may be submitted to the City Manager or his designee.

Step 4:

The City Manager shall render a decision within fifteen (15) working days after receipt of the grievance.

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 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 semi-monthly. The CITY will make every effort to have paychecks by 4:00 p.m. on payday.

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 of eight (8) continuous hours each, except for a normal lunch period. Any schedule other than Monday through Friday will be worked out with employees, and the UNION will be notified.

9.2 One and one-half (1½) times 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 any one week. In no

case shall overtime pay be paid twice for the same hours worked.

9.3 CITY agrees that each regular 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 regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified herein. The CITY and UNION will discuss the maximum number of hours in the work week prior to any reduction of hours on the part of the CITY. 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.

ARTICLE 10

CALL BACK:

10.1 An employee called in for work, by phone, text message, or otherwise, at a time other than his (her) normal scheduled shift (off duty) will be compensated for a minimum of two (2) hours for 6:00 a.m. - 8:00 a.m. and up to 11:00 p.m. on a normal work day and four (4) hours minimum at all other times paid at one and one-half (1½) times the employee's regular rate except on Saturdays and Sundays where the employee called in will be compensated for a minimum of two (2) hours between 6:00 a.m. and 4:30 p.m. 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.

ARTICLE 11

SENIORITY:

11.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. 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 rights shall apply to layoffs, scheduling of vacations, and transfers; that is, the last employee hired shall be the first laid off.

A. Seniority shall be broken when an employee:

1. terminates voluntarily or retires;
2. is discharged;
3. is absent for one (1) working day without properly notifying the Employer.

4. fails to report for work after layoff within three (3) working days after being notified by mail at his/her last known address;
- B. No new regular employees will be hired until all laid off employees who have seniority in that classification who are qualified to fill the open job have been given the opportunity to return to work. Any recall rights under this Agreement are only applicable for twelve months from layoff, or for the remaining term of this Agreement, whichever is less.

ARTICLE 12

PROBATIONARY PERIODS:

12.1 All newly hired or rehired employees will satisfactorily serve a six (6) month probationary period upon initial placement in a position.

12.2 All employees will satisfactorily 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 a 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 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 year 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 Mont. Code Ann. §2-18-603, 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 (ANNUAL LEAVE):

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

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

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

All vacation requests will be posted between requests shall be received for two months, as designated by Division. 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, which shall not exceed ten working days. With the approval of the Division head, employees may split their first choice 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. Seniority shall apply on the vacation selections for first and second choices.

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, including doctor and dentist appointments. Employees are requested to give 24 hour prior notice of doctor and dentist appointments, except in case of emergencies, or unforeseen circumstances.
- (2) When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this may not exceed one hundred and twenty (120) hours at any one time, unless the leave qualifies under FMLA.
- (3) When there is a death in the immediate family, five (5) days sick leave may be granted, unless the leave qualifies under FMLA.
- (4) The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren corresponding in-laws, and other member of employee's household.
- (5) PARENTAL LEAVE: Parental leave for birth fathers and adoptive parents may be charged against sick leave credits up to one hundred and twenty (120) hours, unless the leave qualifies under FMLA.

15.3 The Employer may require appropriate verification and or doctor's release for any absence which is charged to sick leave. 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 the reason for absence at least thirty (30) minutes prior to shift to his/her supervisor.
- (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/her regular job.

15.7 Death Benefits: All personnel shall receive Public Employees Retirement System death benefits which presently are as follows for beneficiaries of members who die before retirement:

- (1) Lump Sum. All contributions to P.E.R.S. plus interest and one (1) month's salary for each year of service up to six (6) years.

15.8 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 requires more time away from work, members of the UNION may donate one (1) day of sick leave to any CITY employee on an individual basis. Requests for donations must be approved by management. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.

ARTICLE 16

REST BREAK:

For all employees covered under the terms of this AGREEMENT, 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 shift or by which will be taken by mutual agreement between the employee and the immediate supervisor in each department.

ARTICLE 17

JURY DUTY:

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of their 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) p.m. will be required to report back to work if not on annual leave.

ARTICLE 18

LEAVE OF ABSENCE:

Employees are eligible to apply for a leave of absence without pay for a period not to exceed six (6) months. 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. Employees must self-pay health insurance premiums while on an approved leave of absence.

ARTICLE 19

LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:

Employees receiving workers' compensation wage loss benefits that have been released to light duty/temporary alternative duty assignment must inform their immediate supervisor or division head by 5:00 PM on the next work day after being released that he/she is able to report to work for light duty. Failing to notify the immediate supervisor or division head may subject the employee to suspension of workers' compensation wage loss benefits under the workers' compensation laws of Montana, and the employee may be subject to disciplinary action.

The light duty/temporary alternative duty assignment shall be in accordance with the restrictions set forth by the treating medical provider. The employee will be required to perform work throughout the City for which the employee may be capable and qualified.

At the discretion of the CITY, the injured employee may be required to submit to a medical examination at any time by a medical provider selected by the CITY at the CITY'S expense.

ARTICLE 20

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 21

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/she shall be provided or reimbursed \$10.50 for a meal by the CITY and be 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.

ARTICLE 22

LONGEVITY:

For purposes of longevity only, time shall be computed from the date of an employee's date of hire as a regular employee. The first payment under this provision will be made in December of 2002 for the longevity earned during the period of July 1, 2001 through June 30, 2002. 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:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$20.00 per month
After 15.0 years through the end of the 20th year	\$40.00 per month
After 20.0 years through the end of the 25th year	\$60.00 per month
After 25.0 years through the end of the 30th year	\$80.00 per month
After 30.0 years or more years	\$100.00 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 will be for twelve (12) months.

ARTICLE 23

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, public assistance status, or any other status protected by state or federal law.

ARTICLE 24

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 25

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 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 26

DURATION:

This AGREEMENT shall continue in full force and effect from July 1, 2016 through June 30, 2018; and thereafter, it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month's effective period either party shall serve written notice upon the other 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 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 respect 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 their duly authorized representatives at Great Falls, Montana, this ____ day of May, 2016.

FOR THE CITY OF GREAT FALLS

FOR THE UNION

City Manager

Plumbers and Fitters, Local #41

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

SCHEDULE A

CITY OF GREAT FALLS, MONTANA
AND
PLUMBERS AND FITTERS LOCAL NO. 41

The following changes and additions are hereby made a part of the agreement effective July 1, 2016, between the City of Great Falls, Montana, and the Plumbers and Fitters Local No. 41, as fully and completely as if the same were set forth in its entirety therein.

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

	<u>July 1, 2016</u>		-	<u>July 1, 2017</u>	
	2.25% increase = 63¢/hr. Defer: 25¢ on pension = net increase of 38¢			3% increase = 86¢/hr. Defer: 25¢ on pension = net increase of 61¢/hr	
TITLE	New Hire	6 months		New Hire	6 months
Maintenance Plumbers	\$23.53	\$24.16		\$24.14	\$24.77
Plumbing Inspectors	\$23.53	\$24.16		\$24.14	\$24.77
Master of Record	\$23.53	\$24.16		\$24.14	\$24.77
Apprentice:		<u>7/1/16</u>		<u>7/1/17</u>	
1 st year - 55% of Journeyman rate:		\$13.29		\$13.62	
2 nd year - 65% of Journeyman rate:		\$15.70		\$16.10	
3 rd year - 75% of Journeyman rate:		\$18.12		\$18.58	
4 th year - 85% of Journeyman rate:		\$20.54		\$21.05	
5 th year - 95% of Journeyman rate:		\$22.95		\$23.53	

I

Work for the City that ordinarily would not require a building inspector's permit for new construction by any company, private or public, shall be considered "maintenance work." In exception to the aforesaid, the City maintenance plumbers shall be allowed to do remodeling and new work for the City. Water meter installation, repair and maintenance shall be performed utilizing management's discretion.

II

All plumbing work for the City of Great Falls shall be accomplished by licensed plumbers, in accordance with Montana State Law and state and local code. All recognized pipe related work performed by other jurisdictions at the present time shall continue.

Work not requiring a permit is defined as maintenance work. Maintenance work includes the stopping of leaks in drains, soil, waste or vent pipe, clearing of stoppages, and repairing of leaks in pipes, valves, or fixtures, when such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

The Master Plumber is responsible for assuring that all work performed by City Plumbers is in compliance with state and city plumbing codes.

III

Whenever the City requests temporary employees for maintenance work, the UNION shall furnish such employees; and they shall receive the same rate of pay and union pension contributions as provided in the current contract with the City.

IV

Upon approval to recruit for a position covered by this agreement, 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.

SCHEDULE B

CITY OF GREAT FALLS, MONTANA AND PLUMBERS AND FITTERS LOCAL NO. 41

SPECIAL CONDITIONS

1. Special Conditions - Inspectors:

- A. The UNION shall have jurisdiction over those employees of the CITY classified as Plumbing Inspectors only.
- B. Applicants for the position of Plumbing Inspector shall possess at least one of the following qualifications:
 - (1) Master's license in the plumbing 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 year's work experience in the appropriate discipline at the time of employment;
 - (4) A minimum of five year's work experience in the appropriate discipline at the time of employment.
- C. 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); or
 - (3) Necessary for efficiency of operation.

2. Plumbing Inspectors, Maintenance Plumbers and Master of Record:

- A. PENSION:
The CITY shall contribute four dollars and fifty-cents (\$4.50) effective 7/1/16, increasing to four dollars and seventy-five cents (\$4.75) effective 7/1/17 to the Plumbers and Pipefitters National Pension Fund for each hour for which a Plumbing Inspector, Maintenance Plumber or Master of Record receives pay.

B. HEALTH INSURANCE:

The CITY agrees to provide non-occupational health insurance or risk-pooled indemnity 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.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the contribution rate of \$783/month (Column A below).

Any additional premium charges after 7/1/16 and all increases in premiums through the duration of this agreement will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

The CITY agrees to contribute the following amounts, not to exceed ninety (90) percent of the premium beginning 7/1/16, for each eligible employee covered by this Agreement into the City’s Health Insurance Plan.

Coverage	7/1/16		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$0	\$44.54
Employee & Child(ren)	\$783	\$244.23	\$111.22
Employee & Spouse	\$783	\$294.17	\$117.14
Family	\$783	\$640.32	\$153.78

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.

C. The CITY will designate one (1) Master of Record who shall be paid one dollar (\$1.00) per hour worked over the regular rate. The Master of Record is responsible for assuring that the work performed by CITY Plumbers is in compliance with State and City Plumbing Codes. The Master of Record performs duties which require him/her to regulate peers.

3. Apprentices

A. PENSION:
Employers contributing to the Plumbers and Fitters National Pension Fund for apprentices shall be remitted at the rate of 50% of the contribution rate for journeyman. Therefore, the CITY shall contribute two dollars (\$2.00) effective 7/1/14, increasing to two dollars and thirteen cents (\$2.13) effective 7/1/15 to the Plumbers and Fitters National Pension Fund for each hour for which an apprentice

receives pay, to the Apprentice Training Fund.

B. HEALTH INSURANCE

The CITY agrees to contribute the same amounts as listed in Item 2 (B) above.

AGREED to and dated this ____ day of _____, 2016.

FOR THE CITY OF GREAT FALLS

FOR LOCAL UNION #41,
PLUMBERS & FITTERS.

Greg Doyon, City Manager

By: _____
Sean Smith, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney