



Item: Labor Agreement between the City of Great Falls and the International Brotherhood of Electrical Workers (IBEW) #233

From: Jennifer Reichelt, Deputy City Manager

Presented By: Greg Doyon, City Manager

Action Requested: Approve the IBEW 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 International Brotherhood of Electrical Workers (IBEW) #233.”

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 the International Brotherhood of Electrical Workers (IBEW) #233 expires June 30, 2016. Representatives from the City and the IBEW met on May 23, 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 currently six employees in this unit. Pending Commission approval, wages will be increased by 2.25% effective July 1, 2016 and 3% effective July 1, 2017. In addition the one foreman in the group’s hourly pay rate will be increased to match those of the other members.

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 12 Seniority – Language was added regarding recall rights, under this Agreement recall rights under this Agreement are only applicable for one calendar year from the date of layoff.

- Article 15 Vacation – Language relating to how vacation schedules are to be coordinated/scheduled was updated to be clearer for all parties involved.
- Article 18 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 19 Rest Break & Safety – Language was added to include Safety in the title of this section 19.2 was added, which states that two bargaining unit employees must work together on all energized circuits of equipment carrying 440 volts (or more).
- Article 23 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 24 Longevity – Longevity pay was increased (doubled) to \$20, \$40, \$60, \$80 and \$100 per month depending on length of service. Only two members currently receive longevity pay, which will equate to approximately \$1,400 (\$720 of new dollars).
- Schedule B – IBEW members voted to defer a portion of their wage increase towards their pension; they will be contributing \$.15 for the first year and \$.25 for second year towards the eighth district pension and continue their 3% contribution towards the National Electrical Benefit Fund.

Concurrences: The IBEW #233 membership voted to ratify the proposed agreement on May 27, 2016.

Fiscal Impact: The fiscal impact is 2.25% effective July 1, 2016 and 3% effective July 1, 2017, which is approximately \$11,917 the first year and \$9,114 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 IBEW equates to \$1,814.28.

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

Attachments/Exhibits:

Proposed Labor Agreement - City and the International Brotherhood of Electrical Workers (IBEW) #233

A G R E E M E N T

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2016 – June 30, 2018

TABLE OF CONTENTS

Page

ARTICLE 1
Recognition and Purpose 1

ARTICLE 2
Term of the Agreement 1

ARTICLE 3
Successors 2

ARTICLE 4
Definitions 2

ARTICLE 5
Union Security 3

ARTICLE 6
Strikes and Lockouts 4

ARTICLE 7
Management Rights 4

ARTICLE 8
Employee Rights/Grievance 5

ARTICLE 9
Wages and Pay Periods 7

ARTICLE 10
Hours of Work and Overtime 7

ARTICLE 11
Call Back 7

ARTICLE 12
Seniority 8

ARTICLE 13
Probationary Periods 9

ARTICLE 14
Holidays 9

ARTICLE 15
Vacation 10

TABLE OF CONTENTS
(Cont.)

	<u>Page</u>
ARTICLE 16	
Sick Leave.....	10
ARTICLE 17	
Family and Medical Leave.....	12
ARTICLE 18	
Temporary Assignments and Light Duty Temporary Assignments	12
ARTICLE 19	
Rest Break & Safety.....	13
ARTICLE 20	
Severance Pay	13
ARTICLE 21	
Jury Duty.....	13
ARTICLE 22	
Leave of Absence.....	13
ARTICLE 23	
Meal	14
ARTICLE 24	
Longevity	14
ARTICLE 25	
Affirmative Action Policy.....	14
ARTICLE 26	
Supplemental Agreement.....	15
ARTICLE 27	
Savings Clause	15
SCHEDULE A.....	16
SCHEDULE B	17

A G R E E M E N T

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 LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as the "UNION", the parties have mutually agreed as follows:

ARTICLE 1

RECOGNITION AND PURPOSE

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

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

ARTICLE 2

TERM OF THE AGREEMENT

- 2.1 This Agreement shall take effect July 1, 2016, and shall remain in effect until June 30, 2018, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July 1 through June 30 of each year, unless changed or terminated as provided herein.
- 2.2 Either party desiring to change or terminate this Agreement must notify the other in writing at least 60 days prior to the anniversary date.
- 2.3 Whenever such notice is given for changes, the articles to be changed, added, or deleted must be specified no later than the first negotiating meeting.
- 2.4 The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of the proposed changes.
- 2.5 The parties shall attempt to reach an agreement with respect to the proposed change or changes; and at least thirty (30) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event that an agreement has not been reached by the anniversary date to renew, modify, or extend this Agreement or to submit the unresolved issues to final and binding arbitration, either party

may serve the other a ten (10) day written notice terminating this agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

2.6 By mutual agreement only, the parties may jointly submit the unresolved issues to final and binding arbitration for adjudication. The decision shall be final and binding on all parties hereto

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

ARTICLE 3

SUCCESSORS:

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

ARTICLE 4

DEFINITIONS

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this Agreement, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "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 5

UNION SECURITY

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

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

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

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

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

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

5.5 The UNION agrees to indemnify, defend and to hold the CITY harmless against any and all claims, demands, suits, costs or fees, which may be sought or incurred by the CITY as a result of any action taken by the CITY under the provisions of ARTICLE 5.

- 5.6 In consideration of the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 5.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed that the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

ARTICLE 6

STRIKES AND LOCKOUTS

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

ARTICLE 7

MANAGEMENT RIGHTS:

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

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

- situations of emergency;
- g. establish the methods and processes by which work is performed, including the utilization of advancements of technology.

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

ARTICLE 8

EMPLOYEE RIGHTS/GRIEVANCE

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

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

STEP 2 A. If the employee is not satisfied with the Division Supervisor's decision, he may reduce the grievance to writing and submit to the UNION for evaluation. The written grievance shall contain the following information:

1. The nature of the grievance and the facts on which it is based.
2. The provisions of the agreement allegedly violated, if applicable.
3. The remedy requested.

B. No grievance shall be considered or processed unless it is submitted within fifteen (15) working days of the first knowledge.

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

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

STEP 5 If within ten (10) working days after being submitted to the City Manager or his designee, the grievance has not been settled, it may be submitted to arbitration by either party, under the following process:

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

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

step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

ARTICLE 9

WAGES AND PAY PERIODS:

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

ARTICLE 10

HOURS OF WORK AND OVERTIME:

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

ARTICLE 11

CALL BACK:

- 11.1 An employee called in for work, 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 overtime from two (2) hours before the start of their scheduled shift and four (4) hours from the end of the scheduled shift on a normal work day.

At all other times, including holidays and vacations, the employee will be compensated for four (4) hours minimum paid at one and one half (1½) times the employee's regular pay rate. An extension or earlier report to a regularly scheduled shift on duty does not qualify the employee for the two (2) hour minimum; however, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

- 11.2 Standby Time: The employee placed on standby will carry a City provided cell phone and be able to respond within one (1) hour. The standby period is defined as any consecutive 24-hour period. The employee must be notified at least 24 hours preceding the beginning of any standby period, and no later than the end of the shift on a normal work day. The employee will be compensated for four (4) hours of regular pay for the standby period in addition to any call back compensation.
- 11.3 Bargaining unit members who are required to make calls after regular working hours to cover any call out to work, or troubleshoot a problem on the phone, shall be paid a minimum of one-half (½) hour at one and one-half times their regular rate of pay, regardless of the number of calls it takes to resolve the problem. If actual time worked exceeds one-half (½) hour, the employee will be paid for the actual time worked at one and one-half times their regular rate of pay.
- 11.4 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid time and one-half (1½) for four (4) hours of the second shift.

ARTICLE 12

SENIORITY

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

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

ARTICLE 13

PROBATIONARY PERIODS:

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

ARTICLE 14

HOLIDAYS:

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

14.4 An employee must be in a pay status either the last regularly scheduled working day before or the first regularly scheduled working day after a holiday is observed to be eligible to receive holiday benefits.

ARTICLE 15

VACATION (ANNUAL LEAVE):

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.

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, 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.

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 16

SICK LEAVE:

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

16.2 Employee may take sick leave for the following reasons:

1. Personal illness, including doctor and dentist appointments. Employees are requested to give twenty-four (24) hours prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances.
2. When urgently need to care for an employee's spouse, children, mother, father, or any other member of the household who is ill; this leave may not exceed more

than one hundred and twenty (120) hours at any one time, unless the leave qualifies for FMLA leave.

3. When there is a death in the immediate family, five (5) days sick leave may be granted, unless the leave qualifies for FMLA leave. The "immediate family" shall mean: spouse, children, mother, father, sisters, brothers, grandparents and corresponding in-laws and other members of the employee's household.
 4. 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.
- 16.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day, or at any time where a pattern of excessive sick leave is identified by the CITY.
- 16.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay.
1. Report in the manner designated by Division, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his (her) division head or immediate 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.
- 16.5 Worker's compensation benefits, which are received by an employee during sick leave, shall be deducted from compensation due the employee and shall be credited to the employee's sick leave.
- 16.6 "Leave of Absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job.
- 16.7 Death Benefits. All personnel shall receive Public Employment Retirement System death benefits, which presently are as follows for the beneficiaries of members who die before retirement.
1. Lump sum. All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.
- 16.8 SICK LEAVE DONATIONS. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, and needs more time away from work, he/she may utilize his/her accrued annual leave. If an employee is ill and has exhausted all his/her sick leave and vacation leave credits, and needs more time away from work, members of the IBEW UNION may donate five (5) days of sick leave to an employee on an individual basis. Requests for donations must be approved by management. The maximum amount an employee can receive or donate is

fifteen (15) days in a calendar year.

- 16.9 The City agrees to make application to participate in the State's VEBA (Voluntary Employee Beneficiary Association) program, or a similar Health Reimbursement Account (HRA) program, designed to allow employees to contribute termination sick leave pay outs into an account to pay for eligible health insurance premiums and medical expenses after retirement. The cash out of accrued sick leave will be in accordance with state law, Mont. Code Ann. §2-18-618(6), which currently provides lump-sum payment at 25% of an employee's accrued sick leave balance upon termination.

ARTICLE 17

FAMILY AND MEDICAL LEAVE:

- 17.1 As referenced in City Policy Manual.

ARTICLE 18

TEMPORARY ASSIGNMENTS and LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS:

- 18.1 Employees temporarily assigned to a higher rated position, (i.e., Water Plant Operations Foreman performs Electrician work), shall receive the higher rate of pay for all actual hours worked at the higher rated position. If an Electrician is reassigned to the Building Official's division to perform inspections when the Code Inspector is on an extended vacation, he/she shall receive the higher rate of pay for all actual hours worked at the higher rated position.
- 18.2 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.
- 18.3 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 19

REST BREAK & SAFETY:

- 19.1 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 the shift.
- 19.2 On all energized circuits of equipment carrying 440 volts or over, two (2) or more bargaining unit employees must work together as a safety measure.

ARTICLE 20

SEVERANCE PAY:

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

ARTICLE 21

JURY DUTY:

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

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

ARTICLE 22

LEAVE OF ABSENCE:

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

granted for an employee to accept outside employment.

ARTICLE 23

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 or reimbursed \$10.50 for a meal by the CITY and given a reasonable amount of time to eat. Employee will not be paid for any time utilized to eat.

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

ARTICLE 24

LONGEVITY:

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

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

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY ALLOWANCE</u>
After 10.0 years through the end of the 15th year	\$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 to be for twelve (12) months. Longevity pay will be in separate check to the employee.

ARTICLE 25

AFFIRMATIVE ACTION POLICY:

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

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

ARTICLE 26

SUPPLEMENTAL AGREEMENT:

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

ARTICLE 27

SAVINGS CLAUSE:

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

SCHEDULE A

CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W.

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

EFFECTIVE DATE		
	<u>7/1/2016</u>	<u>7/1/2017</u>
	2.25% Increase	3% Increase
<u>Title/Position</u>		
Master Electrician	\$26.90	\$27.79
Electrician	\$25.22	\$26.06
Traffic Signal Technician	\$25.22	\$26.06
Code Inspector	\$25.22	\$26.06
Asset Management/Technical Support Specialist	\$25.22	\$26.06
Water Plant Operations Foreman	\$25.22	\$26.06

SCHEDULE B

CITY OF GREAT FALLS AND LOCAL UNION #233, I.B.E.W. **SPECIAL CONDITIONS**

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

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

(D) Any inspector assigned to the Building Inspection Division, who is qualified, whether covered by this Agreement or not, may be required to perform the normal duties of any other inspector assigned to said division when:

- (1) Said inspector is absent due to illness, vacation or other authorized absence;
- (2) An emergency situation exists (i.e., flood, fire, earthquake or other act of God); or
- (3) Necessary for efficiency of operation.

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

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

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

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

An individual employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory

proof that the required payments have been paid to the appropriate local collection agent.

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

- (2) The sum of one dollar and eighty-five cents (\$1.85), effective July 1, 2016 (7/1/16) increasing to two dollars and ten cents (\$2.10) effective July 1, 2017 (7/1/17), per employee for all hours paid to employees covered under the terms of this Agreement will be forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The CITY shall forward monthly a payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be mailed to reach the office of the collecting agency not later than fifteen (15) calendar days following the end of each calendar month. If the CITY fails to remit, the CITY shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the UNION, provided the CITY fails to show satisfactory proof that the required payments have been paid to the designated depository.

(3) HEALTH INSURANCE

The CITY agrees to provide non-occupational health 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 CITY 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, 1997,

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

b. The CITY shall be at liberty to make an independent selection of

the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

- (4) In those divisions where shifts are established and employees who are required to work by the CITY during hours outside the day shift as designated by that employee's Division, there shall be paid in addition to the regular hourly wage, a shift differential of seventy-five cents (75¢) per hour for the evening shift and one dollar (\$1.00) per hour for the midnight to morning shift. Employees assigned to special work schedules will be paid the shift differential for that shift when they actually work the shift.
- (5) A lead worker, designated by the CITY, shall be paid one dollar (\$1.00) per hour over the regular rate.

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

FOR THE CITY OF GREAT FALLS

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

Greg Doyon, City Manager

Keith Allen, Business Manager

ATTEST:

Lisa C. Kunz, City Clerk

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney