

**AGREEMENT**

**BETWEEN**

**CITY OF GREAT FALLS**

**AND**

**CITY OF GREAT FALLS**

**PUBLIC EMPLOYEES CRAFTS COUNCIL**

**July 1, 2023 - June 30, 2025**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2023, between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and the CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL, consisting of Construction and General Laborers #1686, Operating Engineers #400, International Association of Machinists Local #88, Teamsters Local #2, and PNWRC of Carpenters, hereinafter referred to as the "UNION," have mutually agreed as follows:

### **PREAMBLE**

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

### **ARTICLE 1**

#### **RECOGNITION AND PURPOSE:**

- 1.1 The CITY recognizes the respective UNIONS signatory hereto as the exclusive representative of all of its employees who are subject to the terms of this AGREEMENT, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, working conditions and all other conditions of employment. The present recognized jurisdiction of the Craft Unions within the Craft Council shall be maintained during the term of this AGREEMENT.
- 1.2 Employees will be assigned work consistent with the jurisdiction of the Craft Unions of which the employees are members except for extreme variations in work projects coupled with seasonal and weather factors, employees may be given temporary assignments across jurisdictional lines for a maximum of ten (10) consecutive working days without

notice to the UNION. For temporary transfers to exceed ten (10) working days, in order to complete essential projects, cover employee accommodations for medical needs, vacation coverage, the UNIONS involved must be notified and concurrence obtained.

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

## **ARTICLE 2**

### **SUCCESSORS:**

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

## **ARTICLE 3**

### **DEFINITIONS:**

- A. "Employee" and "employees" shall mean employees of the CITY who are members covered by this AGREEMENT, but excluding supervisory employees and management employees as defined by Montana Law.
- B. "Regular employee" means an employee who is designated by the CITY as a regular, non-temporary employee, who has satisfied any applicable probationary period(s) and who has attained or is eligible to attain regular status.

- C. "Short-term worker" means a person who may not work for the CITY for more than 90 days in a continuous 12-month period.
- D. "Part-time employee" means an employee who normally works less than forty (40) hours a week.
- E. "Full-time employee" means an employee who normally works forty (40) hours a week.
- F. "Lead worker" means a person assigned a temporary supervisory function who is responsible for carrying out the instruction set by their immediate supervisor only during those times where a supervisor is absent. A lead worker has no hiring, firing or disciplinary authority.
- G. "Base Pay" is defined as an employee's regular hourly rate of pay in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special allowances.
- H. "Work Schedule" means five (5) days, Monday through Friday, except for special work schedules, as set forth in 9.1.
- I. "Work Week" means Sunday 12:00 a.m. through Saturday 11:59 p.m.
- J. "Holiday Pay" is defined as one (1) times the employee's regular hourly rate of pay.
- K. "Holiday Premium Pay" is defined as one and one-half (1½) times the employee's regular hourly rate of pay.

#### **ARTICLE 4**

##### UNION SECURITY:

4.1 The 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. The CITY shall have

- complete freedom of selectivity.
- 4.2 The Employer agrees to give the Union notice of new hires providing names and addresses to the Union within five (5) days after employment on forms supplied by the Union.
- 4.3 The Union agrees to furnish the Employer upon the execution of this Agreement, annually, and whenever the structure is changed, written notification of the monthly dues and initiation fee.
- 4.4 The CITY agrees to deduct the UNION monthly dues and initiation fee from each employee's wages upon written authorization of the employee, and shall, at the CITY's discretion, either be monthly or each pay period and the total of such deductions made payable to the UNION by the 15<sup>th</sup> of the following month.
- 4.5 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 provided the Business Agent does not disrupt the normal CITY operations, to be approved by division manager.
- 4.6 UNION Stewards will not be discriminated against because of lawful UNION activity.
- 4.7 The UNION will notify the CITY in writing which 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. The UNION will provide the CITY with the names



of new UNION officers, terms of office and contact information within thirty (30) days after elections.

- 4.8 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.
- 4.9 In consideration of the "save harmless" clause above, the CITY agrees that the UNION shall maintain the exclusive right to defend, settle, mitigate damages, litigate and/or take whatever action is necessary or it deems proper with respect to a person who sues the CITY for action taken by the CITY under ARTICLE 4.1. If the CITY unilaterally determines that it desires attorneys to represent it in defense of such actions, it shall do so at its own cost and not at the cost of the UNION. It is further agreed the CITY shall promptly notify the UNION of any such action when and if filed and the UNION shall, at its own option, defend such actions and/or settle under the circumstances above described.

## **ARTICLE 5**

### **STRIKES AND LOCKOUTS:**

- 5.1 The parties hereto pledge their efforts to reach agreement on any difficulties that arise during the life of this AGREEMENT.
- 5.2 It is mutually agreed that there will be no strikes, lockouts or cessation of work by either party on account of labor difficulties during the life of this AGREEMENT.
- 5.3 It is agreed that the above provision shall not apply in the event no collective bargaining settlement is reached at the termination date of this AGREEMENT.
- 5.4 It shall not be a violation of this AGREEMENT 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 and 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.

5.6 The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or the CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

## **ARTICLE 6**

### MANAGEMENT RIGHTS:

Under Mont. Code Ann. §39-31-303, the CITY shall have the right to operate and manage its affairs in such areas as but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign and retain employees;
- C. relieve employees from duties because of the lack of work or funds or under conditions where continuation of such work is inefficient and nonproductive;
- D. maintain the efficiency of CITY operations;
- E. determine the methods, means, job classifications, and personnel by which the CITY operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the CITY in situations of emergency;
- G. establish the methods and processes by which work is performed including the utilization of advancements of technology.
- H. The UNION recognizes that the CITY has statutory rights in contracting for matters relating to municipal operations.

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

Within ten (10) days of the CITY's receiving notice of a potential violation by an

employee, the CITY will provide that employee with notice of the investigation.

## **ARTICLE 7**

### EMPLOYEE RIGHTS/GRIEVANCE:

7.1 Grievances 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, except CITY holidays) of the knowledge and/or occurrence of the grievance. The Supervisor shall have five (5) working days (Monday-Friday, except CITY holidays) to respond to the employee and/or Steward.

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

Step 3. If the UNION is not satisfied with the response from the Division Manager, the UNION may within ten (10) working days (Monday-Friday, except CITY holidays) submit the grievance, in writing, to the Department

Head. The Department Head shall respond back to the UNION within five (5) working days (Monday-Friday, except CITY holidays), 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 UNION is not satisfied with the response from the Department Head, the UNION may within ten (10) working days (Monday-Friday, except CITY holidays) submit the grievance in writing to the City Manager or his/her designee. The City Manager or his/her designee shall respond in writing back to the UNION within ten (10) working days (Monday-Friday, except CITY holidays) 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, except CITY holidays), convene, at a mutually agreed date, time and place, 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, except CITY holidays) 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, except CITY holidays) submit the written grievance to Alternative Dispute Resolution (Third Party Resolution) to 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 regarding the value of the economic effect or impact and regarding the grievance, and it shall be final and binding on all parties.
- D. The CITY shall present claims or grievances, in writing, to the UNION.
- E. 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, unless the terms and conditions are found to be contrary to applicable law. 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 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 the 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 cost shall be shared equally.

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

Step 8 At any stage of the grievance process, the UNION, employee and/or the CITY may work to mutually settle or resolve 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 the UNION does not answer a grievance or an appeal thereof within the specified time limits, the UNION or the CITY may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the CITY and the UNION.

7.3 NON-PROBATIONARY EMPLOYEE RECORDS:

The Human Resources Department shall maintain the official personnel files of each employee. Supervisors or Management representatives will keep no other official personnel record. This provision shall not restrict said supervisors or Management representatives from keeping administrative records with regard to employee action or transaction.

Employees shall have the right to review, in the presence of a Management representative, all materials within their official personnel files upon request during regular business hours. The employee may authorize a union representative to review their record upon submission of a written authorization to a Management representative and in the presence of a Management representative. The CITY shall be given a reasonable time period to furnish copies of said record if requested.

Any material that is placed in an employee's official personnel file shall be supplied to the employee and he or she shall be given the opportunity to respond in writing. The employee must sign the document as acknowledgment of receipt, not necessarily as agreement to the contents thereof. If the employee refuses to sign, such will be noted on the form. A written notice to the employee stating the specific acts or omissions prompting the discipline and the remedy thereto shall document all disciplinary actions.

Unless required by Federal or State regulations, i.e. retention periods for positive drug or alcohol tests, the CITY agrees to void or remove warning letters from an employee's official personnel file if there have been no repeated offenses or other formal disciplinary

problems within a one (1) year period from the date of the original disciplinary action, upon the written request from the employee.

## **ARTICLE 8**

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

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule, classifications/job titles 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 biweekly in accordance with Section 10.1 of the CITY Personnel Policy Manual.

The payroll workweek begins Sundays at 12:00 a.m. and ends Saturdays at 11:59 p.m. Pay periods are biweekly and end on every other Saturday. The pay date will occur on Wednesday eight (8) working days after the end of the pay period. If a scheduled payday falls on a holiday, payroll will be issued on the work day preceding the holiday.

An employee who leaves employment of the City will be paid all unpaid wages due on the next regular pay day for the pay period during which the employee was separated from employment OR 15 calendar days from the date of separation from employment, whichever occurs first, either through the regular payroll process or by mail, if requested by the employee.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME:**

9.1 Subject to the special work schedules set forth herein, the normal work schedule shall consist of five (5) days, Monday through Friday, of eight (8) continuous hours each, except for a normal lunch period. It is understood and agreed that certain job classifications require special work schedules. In those cases, the supervisor shall



designate the work schedule to equitably allow for overtime work opportunities, and employees so affected who must work Saturday or Sunday will be given two other consecutive days off in lieu of Saturday or Sunday. It is further understood and agreed that in those divisions wherein twenty-four (24) hour operations or less are maintained, the supervisor shall establish a shift rotation schedule so that each employee may be rotated on an equal basis with the other employees of the division and craft between the various shifts. This also applies to the rotation of days off where seven (7) day coverage is required. Nothing herein contained shall be interpreted to eliminate overtime pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. The CITY and the UNION agree employees shall not normally be required to work over twelve (12) continuous hours. However, if an employee is required to work sixteen (16) or more continuous hours, said employee shall receive an additional four (4) hours paid time off not to be deducted from vacation or sick leave.

- 9.2 By mutual agreement between the CITY and the UNION, the CITY may establish alternate work schedules.
- 9.3 One and one-half times (1½) the regular hourly rate of pay will be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week. In no case shall overtime pay be paid twice for the same hours worked.
- 9.4 The CITY agrees that each regular, full-time employee will be given the opportunity of working at least forty (40) hours in each work week except those in which any of the holidays provided for herein occur. During work weeks in which any said holidays fall upon any work day, the CITY agrees that each regular, full-time employee will be given the opportunity of working thirty-two (32) hours in each work week specified herein.

Holidays, but not sick or vacation days, shall be counted as days worked in computing the initial forty (40) hours for overtime purposes. Nothing in this section shall be interpreted as a limitation on the right of the CITY to lay off employees as otherwise provided in this AGREEMENT.

9.5 An employee "on standby" on a holiday or regular day off shall be entitled to be paid for five (5) hours standby time at his regular hourly rate of pay for every twenty-four (24) hours the employee is on standby and five (5) hours for every fifteen (15) hours on standby during the regular work week; provided however, that if such employee is called to work during such period, the employee shall be paid a minimum of two (2) hours "call back" time plus the "standby time pay."

9.6 Employees who are scheduled to report for a shift change with less than eight (8) hours between shifts shall be paid one and one-half (1½) times the regular hourly rate of pay for four (4) hours of the second shift.

9.7 The CITY may allow a regularly scheduled forty (40) hour work schedule consisting of four (4) consecutive, ten (10) hour days and a normal lunch period of one-half (1/2) hour at mid-shift, which is unpaid. In such instance, overtime will be paid after ten (10) hours of actual hours worked per day and after forty (40) straight time hours per work week.

The ten hour shifts will be scheduled by mutual agreement between the CITY Department Head or Division Manager and the UNION representatives of the affected employees, subject to operational needs. A two-week notice will be provided prior to moving to the four (4) ten (10) schedule, unless mutually agreed upon by the CITY and the UNION.

Holiday, sick, and vacation pay shall be (10) hours when working ten (10) hour shifts

under this schedule.

9.8 The following applies to Street Division employees:

9.8.1 The winter season overtime list will remain due to the mixed number of Craft employees on different shifts. This overtime list will not be by Craft but by division. This list will become effective when the 24-hour shift work begins in late fall and expire when the 24-hour shift work ends in early spring.

9.8.2 The overtime list for the summer season would be established by rotating individuals in their respective Craft. In essence, there would be a separate overtime list for each Craft. These overtime lists would be in effect when the 24-hour shift work ends in the spring and continues until the 24-hour shift work started again in late fall. If an overtime position cannot be filled within a Craft, a crossover may be required.

9.9 The following applies to Park & Recreation overtime while operating equipment in non-emergency situations only:

9.9.1 Overtime for special events or projects other than normal work will be assigned by continual rotation seniority within the division. The most senior employee will be offered overtime first until the schedule is complete. The next time overtime will be assigned by seniority with the continual rotation. Employees working or voluntarily passing an overtime shift opportunity will be placed on the bottom of the list, thus, allowing an equal opportunity for those less senior employees wishing to work overtime.

9.9.2 When an employee is working an assigned project or task, which requires overtime in order to complete the project or task, the same employee will be

allowed the overtime necessary to complete the work regardless of their seniority standing in the division or on the rotation schedule.

9.9.3 If a project, job, or equipment requires special skills to perform or operate, only employees possessing the required skills will be offered the overtime, based on seniority.

9.9.4 Those employees wishing not to work extra overtime will be allowed that option as long as other personnel within the division are available. In emergency situations, all employees may be required to work overtime regardless of seniority standing.

9.10 Employees on leave for sick, vacation, military or other than active status, will not be eligible for overtime.

## **ARTICLE 10**

### **CALL BACK:**

10.1 An employee called in for work at a time other than his/her normal scheduled shift, will be compensated for a minimum of two (2) hours overtime up to 10:00 p.m. and after 6:00 a.m., and four (4) hours minimum at all other times, including holidays, paid at one and one half (1½) times the employee's regular hourly rate of pay.

An employee called back to repair broken water and sewer mains, unplug sewer mains, or clear ice from water plant intake will be given a minimum of four (4) hours call back time regardless of time of day.

An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hours minimum overtime. However, the employee must be notified by 10:00 p.m. in order to qualify for an early report.

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

## **ARTICLE 11**

### **SENIORITY:**

- 11.1 Seniority means the rights secured by regular full-time employees by length of continuous service with the CITY. Seniority rights shall apply to scheduling of vacations, and layoffs where the last employee hired shall be the first laid off. Seniority shall not be effective until a six (6) month probationary period has been completed, after which time seniority shall date back to the date of hire. Recall rights are not earned until after twelve (12) months continuous service.

- 11.2 Seniority shall be determined first by craft and division, second by craft and third by other crafts covered by this AGREEMENT.
- 11.3 Seniority shall be broken by (a) resignation; (b) retirement; (c) discharge; (d) failure to report after layoff within fourteen (14) calendar days to the craft and division where an employee's seniority was gained, following written notification to employee and the UNION to return to work sent by the CITY by mail to the employee's last known address; (e) absence from CITY employment for layoff for twelve (12) or more months; or (f) absence from CITY employment due to an on-the-job injury for twelve (12) months.
- 11.4 No new regular employees shall be hired in a craft or division until all laid off employees who retain seniority are recalled by seniority as explained in 11.2 above, as long as, the new employee in question is qualified to perform the duties of the open job.
- 11.5 The CITY shall post any Crafts Council position opening that may arise in all departments for five (5) full working days (Monday-Friday, except CITY holidays), and send bargaining unit position announcements to the UNIONS if Human Resources receives written notice of where to send them and to whom.

## **ARTICLE 12**

### **PROBATIONARY AND EVALUATION PERIODS**

- 12.1 All newly hired or rehired employees (after twelve (12) months of absence) will satisfactorily serve a six (6) month probationary period upon being hired by the CITY.
- 12.2 At any time during the probationary period, a newly hired or rehired (after twelve (12) months of absence) employee may be terminated at the sole discretion of the CITY.
- 12.3 When an employee's performance is considered marginal or unsatisfactory by the CITY,

a reasonable extension of the probationary period may be required.

12.4 Any employee who assumes a dissimilar job as a result of a promotion, transfer or reassignment will satisfactorily serve a six (6) month evaluation period.

12.5 If an employee is determined to be unqualified during an evaluation period following a promotion, transfer or reassignment, said employee shall revert to his/her previous position or one of comparable pay and responsibility.

### **ARTICLE 13**

#### **HOLIDAYS:**

13.1 Regular, full-time employees shall be paid for eight (8) hours, or ten (10) hours if scheduled to work a ten (10) hour shift, at the regular hourly rate for the following holidays:

- A. New Year's Day, January 1st
- B. Martin Luther King Jr. Day, 3rd Monday in January
- C. President's Day, 3rd Monday in February
- D. Memorial Day, last Monday in May
- E. Independence Day, July 4th
- F. Labor Day, first Monday in September
- G. Veterans' Day, November 11th
- H. Thanksgiving and the day after Thanksgiving, fourth Thursday and Friday in November
- I. Christmas Day, December 25th
- J. General Election Day, every day in which a general election is held throughout the State.

13.2 Designated holidays falling on an employee's regular days off: employee shall either be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period. Employees required to work on these days will be paid at one and one-half (1½) times the regular hourly rate of pay plus holiday

pay.

In the case of the Water Plant's 24/7 operation, employees will be paid at one and one-half (1½) times the regular hourly rate of pay plus holiday pay only if they work the actual holiday listed above not the holiday designated by the City. Holidays, listed above, falling on an employee's regular day off: employee shall either be entitled to receive a day off with pay on the day preceding the holiday or on another day following the holiday in the same pay period.

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

## **ARTICLE 14**

### **VACATION (ANNUAL LEAVE):**

- 14.1 Vacation shall be earned and accumulated as provided in the Montana Code Annotated.
- 14.2 Vacation time earned but not used at the time of termination shall be paid the employee at his/her base pay rate. Vacation time shall be granted at the time requested subject to the operational needs of the department. Vacations shall be posted and the most senior employee shall have the first choice as to his/her vacation time. Additionally, he/she shall be given a choice of a split vacation if he/she so desires.
- 14.3 Vacations shall be posted so that vacations start on January 1st and end on December 31st 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



vacation selections are to be based on each employee's seniority based on their date of hire.

14.4 All vacations will be posted between January 1st and through the third Friday in March. All approved vacation shall be posted by April 1st. Any protest over vacation dates must be submitted, in writing, to the Division Manager before May 1st or no adjustments will be made.

14.5 In the case of vacation schedules, seniority shall govern by division with the most senior employee given first choice of when he/she shall take his/her vacation, which shall not exceed two vacation periods. Selection of vacation schedules will proceed for remaining employees, based upon seniority. The definition of vacation period is any time within a work week.

On employees' second choice of vacation schedules, the same selection process as with the first choices applies. Seniority shall apply on the vacation selections for first and second choices.

14.6 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 the vacation does not interfere with the operational needs of the department.

## **ARTICLE 15**

### **SICK LEAVE:**

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

15.2 Employee may take sick leave for the following reasons:

1. Personal illness;

2. Doctor and Dentist appointments. Employees are to give twenty-four (24) hour prior notice of doctor and dentist appointments, except in cases of emergencies or unforeseen circumstances;
  3. When urgently needed to care for an immediate family member, or any other member of an employee's household, this leave may not exceed more than three (3) days at any one time, unless the leave qualifies under FMLA. "Immediate family" shall mean: employee's spouse, children, mother, father, sisters, brothers, grandparents or grandchildren, corresponding in-laws, and other members residing in an employee's household; and
  4. When there is a death in the immediate family, up to five (5) days sick leave may be granted, unless the leave qualifies under FMLA.
- 15.3 A medical provider's report may be required for any paid sick leave in excess of one (1) working day except in the case of sick leave abusers where a medical provider's report may be required for any sick leave. Abuse of sick leave shall be subject to disciplinary action.
- 15.4 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:
1. Report the reason for absence at least 30 minutes prior to 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.
- 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 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 accruals and needs more time away from work, he/she may utilize his/her accrued annual vacation leave.

If an employee is ill and has exhausted all his/her sick leave and annual vacation leave accruals and requires more time away from work, the employee may request a sick leave donation. Requests for donations by employees must be approved by Management and are requested and coordinated through Human Resources. Members of the CRAFTS UNIONS may donate one (1) day of sick leave to an employee on an individual basis. The maximum amount an employee can receive or donate is fifteen (15) days in a calendar year.

15.7 All eligible employees shall receive Public Employees' Retirement System death benefits.

15.8 Sick leave pay, to the extent it has been earned, may be integrated by employee request, with payments under any state workers' compensation program, so as not to permit the employee to receive more than the equivalent of forty (40) hours' gross pay at the employee's regular hourly rate of pay for any time in which employee is off of work. All usual deductions will be taken from the applicable sick leave pay.

**ARTICLE 16**

**LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENT:**

16.1 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 Manager by 5:00 PM on the next work day after being released to

work for light duty. Failing to notify the immediate supervisor or Division Manager 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.

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

## **ARTICLE 17**

### **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 18**

### **REST BREAK:**

- 18.1 All employees shall be given one (1) paid, fifteen (15) minute rest period during each four (4) hours of work, which will be taken by mutual agreement between the employee and the immediate supervisor in each department.
- 18.2 Sanitation & Street Divisions may combine the two break periods in order to take one thirty (30) minute break.

## ARTICLE 19

### HEALTH BENEFITS:

- 19.1 The CITY agrees to provide non-occupational health insurance coverage for each eligible regular employee and eligible dependents thereof immediately following the period of exclusion provided by the terms of the plan document.
- 19.2 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.
- 19.3 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.
- 19.4 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 CITY.

19.5 The CITY contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$361.39 per biweekly paycheck.

19.6 Health premiums will be shared with the CITY paying 85 (eighty-five) percent of the premium and the Employee paying 15 (fifteen) percent of the premium.

A. The CITY reserves the right to add to, delete from, or modify the current benefit plan with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

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

## **ARTICLE 20**

### **SAFETY AND WELFARE:**

20.1 The health and safety of employees shall be reasonably protected while in the service of the CITY. The CITY shall carry Industrial Accident Insurance or risk pooled indemnity coverage on employees.

20.2 The CITY recognizes its commitment to the safety, welfare, and health of all employees and citizens. To accomplish this, the CITY shall comply with all current occupational safety, health and environmental laws mandated by Federal, State and local jurisdictions.

The CITY agrees to establish a Safety Program following the guidelines of the Montana Safety Culture Act.

20.3 The City Commission, City Manager, department heads and supervisors are charged with the responsibility to actively support and enforce the safety and loss control policy of the CITY. In addition, they are to implement and enforce all safety management directives, standards, reporting requirements and procedures recommended by the CITY's Safety Committee. All employees are responsible for carrying out all safety procedures, practicing safe work habits in performance of duties, and reporting all unsafe conditions, actions, or procedures to their immediate supervisor for the purpose of preventing accidental loss to any person or property. The CITY agrees to hold monthly, or at a minimum, quarterly safety meetings for each division upon request.

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

## **ARTICLE 21**

### **SEVERANCE PAY:**

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

## ARTICLE 22

### POSTING OF STATE LAW:

All State Laws referred to in this AGREEMENT will be made available at the Human Resources Department in the Civic Center.

## ARTICLE 23

### JURY DUTY:

Employees will be excused from work under summons to serve as a juror or when subpoenaed to serve as a witness by the court system. Employees dismissed from jury duty prior to the end of a regular work shift are expected to either report to work or contact their supervisor for instructions. Employees choose one of these options concerning pay for court ordered service:

A. Employees will only be allowed to keep expense and mileage allowance paid; employees may not keep the juror fee paid by the court. Forward all fees received as a result of the service to the Department Head who will forward it to Human Resources. The fees are then credited against the employee's regular compensation.

**-OR-**

B. Charge court service against annual leave and keep the juror fee and any expense or mileage allowance paid to the employee by the court. Employees will be paid their normal paycheck and will be charged annual leave. Employees will keep all payments received from such service.

## ARTICLE 24

### LEAVE OF ABSENCE WITHOUT PAY:

It is understood and agreed by the parties hereto that the CITY may grant a leave(s) of



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

## **ARTICLE 25**

### MEAL:

- 25.1 For every two (2) hours of overtime following a regular shift, and for each additional five (5) hours of overtime, the employee shall be provided or reimbursed \$15.00 for a meal by the CITY and be given a reasonable amount of time to eat the meal. Payment will be taxable and included in the employee's biweekly payroll check.
- 25.2 Employees called out after regular working hours or on scheduled days off will be provided with meals as follows: first meal after two (2) hours overtime, another meal after each additional five (5) hours of work.
- 25.3 Employees who are called out on weekends or on scheduled days off and are not given a minimum of one (1) hour to report shall be allowed meals as scheduled above. Employee will be paid for one-half (½) hour of time to eat their meal.
- 25.4 For health purposes, all employees shall be provided clean up facilities prior to meals.
- 25.5 When applicable, Street & Sanitation Divisions employees will eat meals after the end of the work shift. An additional one-half (1/2) hour will be paid with the meal allowance in accordance with the contract. Meals in this case may be taken at the employee's leisure.

**ARTICLE 26**

LONGEVITY

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

26.2 Subsequent to the completion of five (5) continuous years of employment, employees who qualify will receive supplemental longevity pay as provided in the following schedule:

<u>YEARS OF TENURE</u>	<u>LONGEVITY PAY</u>
After 5 years through the end of the 10th year	\$ 20.00 per month
After 10 years through the end of the 15th year	\$ 40.00 per month
After 15 years through the end of the 20th year	\$ 60.00 per month
After 20 years through the end of the 25th year	\$ 80.00 per month
After 25 years	\$ 100.00 per month

26.3 Earned longevity pay will be paid to eligible employees and included in their regular biweekly paycheck nearest to September 30<sup>th</sup> of each year. Longevity pay will be calculated as of the previous June 30<sup>th</sup>. The maximum payment is for twelve (12) months. Longevity pay will be paid in a separate check to the employee and subject to regular taxes and withholdings.

**ARTICLE 27**

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The UNION and the CITY agree to cooperate in equal employment opportunity 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 Federal or State law. The CITY shall

not discriminate against any employee for his/her political beliefs or their involvement in political actions.

## **ARTICLE 28**

### WAIVER AND AMENDMENT CLAUSE:

No past practices, policies, or rules or prior agreements shall alter the intent or the meaning of the specific articles of this AGREEMENT. During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT.

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

## **ARTICLE 29**

### SAVINGS CLAUSE:

In the event any Federal or State law or final decision of court of competent jurisdiction ruling conflicts with any provision of the AGREEMENT, the provision(s) 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(s) so affected.

## **ARTICLE 30**

### DURATION:

This AGREEMENT shall continue in full force and effect until June 30, 2025. 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, 2025 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(s), and at least forty-five (45) days prior to the expiration date of the AGREEMENT, meetings to consider such changes be held by the parties.

### **ARTICLE 31**

#### **JOB RECLASSIFICATION:**

The UNIONS have the right to individually, by Craft, fill out the appropriate forms supplied by the CITY to request a review of their respective craft's classifications, on a position by position basis. Blanket or all inclusive positions will not be accepted or considered.

The UNIONS have the right to present any/all information during such process and will be afforded the opportunity to respond to any questions, as deemed necessary. The participating Craft will be notified, in writing, of the CITY's decision and rationale.

### **ARTICLE 32**

#### **EVENTS MAINTENANCE WORKERS:**

32.1 A regular work day for the regular, full-time Maintenance Worker I position in the Events division of Administration may consist of ten (10) hours. In such instance, overtime will be paid after ten (10) hours per day or after forty (40) straight time hours per work week. The regular work week will consist of forty (40) hours.

32.2 The shift schedule will be posted at least five (5) days prior to the end of the month for the work in the following month.

### **ARTICLE 33**

#### COMMITTEES:

- 33.1 An employee representative from the Crafts Council will be invited to attend the Health Insurance Committee meetings as a non-voting member. The Crafts Council will notify the CITY of its official Health Insurance Committee representative.

### **ARTICLE 34**

#### WATER PLANT WORK WEEK DEFINITION AND CALLOUT PROCEDURE:

- 34.1 When an Operator is unable to work their assigned shift, and that shift falls on a Saturday or Sunday, attempts will be made to contact all of the Operators that are on days off including the Operator on days off prior to an Operating shift and the Operator(s) on days off prior to a Utility shift.

Operators will be contacted in seniority order and asked to fill the shift. When an Operator fills a shift in this situation, and that shift is on their normal day off, the Operator will be given the choice of taking a different day off during the same work week, if the Plant work schedule allows. Overtime and/or callout pay for this shift will be in accordance with the UNION contract, State and Federal requirements.

This procedure only applies to short duration events (i.e., only one or two shifts will need to be filled) or events of unknown duration (i.e., if it is not clear that an Operator will be away from work for more than one or two shifts).

### **ARTICLE 35**

#### GPS EQUIPMENT:

- 35.1 To optimize its provision of services to the public, the City employs GPS locators on all City vehicles. GPS locators help to minimize City liability risk, improve safety of

employees and citizens, and perform operational analysis in order to improve efficiencies and effectiveness.

35.2 GPS locators will not be used for the routine surveillance of employees. Location information obtained during the routine use of the system may be used in an employee investigation; however, discipline shall not be based exclusively upon GPS information.

\*Crafts Schedule A  
Hourly Wage as of 7/1/2023

Union	Job Title	Step 1	Step 2	Step 3	Grandfathered	
		New Hire	6 Mths. 5% Increase	12 Mths. 5% Increase		
<b>Carpenters</b>	Carpenter	\$24.16	\$25.37	\$26.64		
<b>Laborers</b> <i>Pension \$3.93, effective 4/2020 (Zone Transition Notice)</i>	Arborist	\$19.39	\$20.36	\$21.38		
	Arborist, Senior	\$20.21	\$21.22	\$22.28		
	Customer Service Rep.	\$20.97	\$22.02	\$23.12		
	Facility Worker	\$19.68	\$20.67	\$21.70		
	Forestry Foreman	\$24.25	\$25.46	\$26.74		
	Irrigation Specialist	\$20.21	\$21.22	\$22.28		
	Maintenance Worker I (L)	\$19.39	\$20.36	\$21.38		
	Meter Mechanic	\$20.21	\$21.22	\$22.28		
	Meter Reader	\$19.39	\$20.36	\$21.38		
	Park Maintenance Mechanic	\$20.21	\$21.22	\$22.28		
	Parks Foreman	\$24.25	\$25.46	\$26.74		
	Parks Maintenance Worker I	\$19.39	\$20.36	\$21.38		
	Pool Specialist	\$20.97	\$22.02	\$23.12		
	Inventory Control Specialist (L)	\$20.21	\$21.22	\$22.28		
	Traffic Foreman	\$24.25	\$25.46	\$26.74		
	Traffic Specialist (L)	\$20.06	\$21.07	\$22.12		
	Utility Foreman	\$24.25	\$25.46	\$26.74		
	Utility Maintenance Work I (L)	\$19.39	\$20.36	\$21.38		
	Utility Maintenance Work II (L) Pipelayer	\$20.97	\$22.02	\$23.12		
	Trails Coordinator	\$24.25	\$25.46	\$26.74		
Temporary Irrigator			\$16.00			
Temporary Laborer			\$19.28			
<b>Machinists</b>	Master Mechanic	\$22.11	\$23.22	\$24.38		
<i>Pension \$3.20 + \$0.42 to rehab. Total \$3.62 eff. 6/1/23</i>	Vehicle Services Mechanic (M)	\$21.08	\$22.13	\$23.24		
	Water Plant Machinist/Fabricator	\$22.11	\$23.22	\$24.38		
	Plant Maintenance Mechanic Foreman	\$24.72	\$25.96	\$27.25		
	Vehicle Maintenance Foreman	\$24.72	\$25.96	\$27.25		
<b>Operators</b>	Custodian I	\$17.66	\$18.55	\$19.47	\$ 21.26	
<i>Pension total \$3.63 effective 7/1/2020</i>	Custodian II	\$17.93	\$18.83	\$19.77	\$ 21.73	
	Civil Engineering Technician	\$23.57	\$24.75	\$25.99		
	Environmental Compliance Technician	\$23.57	\$24.75	\$25.99		
	Foreman (O)	\$24.54	\$25.76	\$27.05		
	Maintenance Worker II (O)	\$20.84	\$21.88	\$22.97		
	Vehicle Services Mechanic (O)	\$20.88	\$21.92	\$23.02		
	Vehicle Services Foreman	\$23.57	\$24.75	\$25.99		
	Traffic Specialist	\$20.35	\$21.36	\$22.43		
	Water Plant Operator I	\$21.00	\$22.05	\$23.15		
	Water Plant Operator II	\$21.90	\$22.99	\$24.14		
	Master Mechanic	\$21.93	\$23.02	\$24.17		
	Quality Control Technician/Foreman	\$24.54	\$25.76	\$27.05		
	<b>Tenesters</b>	Vehicle Services Technician	\$20.04	\$21.04	\$22.09	
	<i>Pension total \$3.60 effective 7/1/2022</i>	Maintenance Work I - Street	\$19.98	\$20.98	\$22.03	
Maintenance Worker II - Sanitation		\$20.11	\$21.11	\$22.17		
Inventory Control Specialist (I)		\$20.38	\$21.40	\$22.46		
Utility Maintenance Worker I (I)		\$19.98	\$20.98	\$22.03		
Utility Maintenance Worker II (I)		\$21.31	\$22.37	\$23.49		
Sanitation Foreman		\$24.59	\$25.81	\$27.11		
Equipment Maintenance Technician		\$19.72	\$20.71	\$21.75		

\* Subject to change based on pension contribution amount voted in by members each year.

\* Crafts Schedule A  
Hourly Wage as of 7/1/2024

Union	Job Title	Step 1	Step 2	Step 3	Grandfathered
		New Hire	6 Mths. 5% Increase	12 Mths. 5% Increase	
<b>Carpenters</b>	Carpenter	\$25.31	\$26.57	\$27.90	
<b>Laborers</b> <i>Pension \$3.93, effective 4/2020 (Zone Transition Notice)</i>	Arborist	\$20.50	\$21.52	\$22.60	
	Arborist, Senior	\$21.36	\$22.42	\$23.55	
	Customer Service Rep.	\$22.15	\$23.26	\$24.42	
	Facility Worker	\$20.80	\$21.84	\$22.93	
	Forestry Foreman	\$25.59	\$26.87	\$28.21	
	Irrigation Specialist	\$21.36	\$22.42	\$23.55	
	Maintenance Worker I (L)	\$20.50	\$21.52	\$22.60	
	Meter Mechanic	\$21.36	\$22.42	\$23.55	
	Meter Reader	\$20.50	\$21.52	\$22.60	
	Park Maintenance Mechanic	\$21.36	\$22.42	\$23.55	
	Parks Foreman	\$25.59	\$26.87	\$28.21	
	Parks Maintenance Worker I	\$20.50	\$21.52	\$22.60	
	Pool Specialist	\$22.15	\$23.26	\$24.42	
	Inventory Control Specialist (L)	\$21.36	\$22.42	\$23.55	
	Traffic Foreman	\$25.59	\$26.87	\$28.21	
	Traffic Specialist (L)	\$21.20	\$22.26	\$23.37	
	Utility Foreman	\$25.59	\$26.87	\$28.21	
	Utility Maintenance Work I (L)	\$20.50	\$21.52	\$22.60	
	Utility Maintenance Work II (L)/Pipelayer	\$22.15	\$23.26	\$24.42	
	Trails Coordinator	\$25.59	\$26.87	\$28.21	
	Temporary Irigator			\$16.80	
	Temporary Laborer			\$20.24	
<b>Machinists</b> <i>Pension \$3.20 + \$0.51 to rehab. Total \$3.71 eff. 6/1/24</i>	Master Mechanic	\$23.34	\$24.50	\$25.73	
	Vehicle Services Mechanic (M)	\$22.26	\$23.37	\$24.54	
	Water Plant Machinist/Fabricator	\$23.34	\$24.50	\$25.73	
	Plant Maintenance Mechanic Foreman	\$26.07	\$27.37	\$28.74	
	Vehicle Maintenance Foreman	\$26.07	\$27.37	\$28.74	
<b>Operators</b> <i>Pension total \$3.63 effective 7/1/2020</i>	Custodian I	\$18.67	\$19.61	\$20.59	\$22.27
	Custodian II	\$18.96	\$19.90	\$20.90	\$22.76
	Civil Engineering Technician	\$24.86	\$26.11	\$27.41	
	Environmental Compliance Technician	\$24.86	\$26.11	\$27.41	
	Foreman (O)	\$25.88	\$27.17	\$28.53	
	Maintenance Worker II (O)	\$22.00	\$23.10	\$24.26	
	Vehicle Services Mechanic (O)	\$22.05	\$23.15	\$24.30	
	Vehicle Services Foreman	\$24.86	\$26.11	\$27.41	
	Traffic Specialist	\$21.49	\$22.56	\$23.69	
	Water Plant Operator I	\$22.17	\$23.28	\$24.44	
	Water Plant Operator II	\$23.11	\$24.27	\$25.48	
	Master Mechanic	\$23.15	\$24.30	\$25.52	
	Quality Control Technician/Foreman	\$25.88	\$27.17	\$28.53	
<b>Teamsters</b> <i>Pension total \$3.60 effective 7/1/2022</i>	Vehicle Services Technician	\$21.16	\$22.22	\$23.33	
	Maintenance Work I - Street	\$21.10	\$22.16	\$23.26	
	Maintenance Worker II - Sanitation	\$21.24	\$22.30	\$23.41	
	Inventory Control Specialist (T)	\$21.52	\$22.60	\$23.72	
	Utility Maintenance Worker I (T)	\$21.10	\$22.16	\$23.26	
	Utility Maintenance Worker II (T)	\$22.49	\$23.62	\$24.80	
	Sanitation Foreman	\$25.93	\$27.23	\$28.59	
	Equipment Maintenance Technician	\$20.83	\$21.87	\$22.96	

\* Subject to change based on pension contribution amount voted in by members each year.



## SCHEDULE B

CITY OF GREAT FALLS,  
MONTANA

CITY OF GREAT FALLS  
PUBLIC EMPLOYEES CRAFT COUNCIL

### SPECIAL CONDITIONS

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

1. SHIFT DIFFERENTIAL: Employees who are required to work by the CITY during hours outside the day shift as designated by that employee's department/division, shall be paid in addition to their regular hourly rate of pay, a shift differential of one dollar (\$1.00) per hour for the evening shift and one dollar and twenty-five cents (\$1.25) per hour for the midnight to morning shift. Employees assigned to special work schedules that cover a portion of both the evening and midnight shifts will be paid the appropriate shift differential for the number of hours on each shift. Employees will only be paid the shift differential for actual hours worked that shift.

For Street Division employees who work four (4) or more hours during a shift which is paid a differential and starting at 4:00 a.m., said employees shall receive the differential for all hours worked that shift.

2. UNION PENSION PLAN: The CITY agrees to pay directly to any pension plan designated by any of the UNIONS that are a party to this AGREEMENT an amount specified by the UNION for all hours compensated for by the CITY. This payment shall be in lieu of an equal amount of base pay. UNION pension contribution amounts are noted on Schedule A. It is understood that the Program for Enhanced Early Requirement (PEER) contributions are not taken into consideration for benefit accrual purposes under the Pension Plan according to policies of the Western Conference of

Teamsters Pension Trust. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased or discontinued.

3. LEAD WORKER: A lead worker, designated by the CITY, shall be paid one dollar and fifty cents (\$1.50) per hour over the regular hourly rate of pay.
4. UNIFORMS: The CITY will provide two (2) new uniforms at the time of hire for Water Meter Readers, and Custodians assigned to the Events Department and will replace them as needed within thirty (30) days provided that the employee shows proof of need and surrenders the old uniform upon replacement, not to exceed four (4) uniforms in any twelve (12) month period. A uniform shall consist of that clothing designated as necessary by department. Said uniforms shall be worn only during normal work hours.
5. APPRENTICESHIP: It is agreed that if the CITY should, in the future, seek to institute an apprenticeship plan, the parties hereto will negotiate an apprenticeship agreement which recognizes and includes the Federal Apprenticeship Standards. When the apprenticeship agreement has been negotiated and agreed to by the parties, it shall be attached hereto and made a part of this AGREEMENT. In the establishment of an apprenticeship program, no rules will be adopted which conflict with the terms of this collective bargaining agreement.
6. Employees shall be covered by the Montana Public Employees Retirement System as provided by State Law.
7. SPECIAL CONDITIONS - SANITATION DIVISION:
  - A. Holiday Pick Up: There will be no refuse collection scheduled on the following holidays, except in an emergency situation: New Year's Day, Labor Day, and Christmas Day.

8. TOOL ALLOWANCE: All special automotive, heavy equipment, and heavy duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, or pneumatic tools required by the CITY shall be furnished by the CITY. Each mechanic covered by this AGREEMENT shall be required to furnish a normal complement of hand tools, but this does not include expendable tools such as taps, drills, dies, hacksaw blades, cutting chisels, files and easyouts. Tools normally furnished by the employee, which are worn out or broken on the job shall be replaced or repaired by the CITY with tools of same/comparable quality. Evidence of tools worn or broken on the job shall be furnished to the CITY before replacement or repair can be made.

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

9. TEMPORARY (SEASONAL) LABOR CLASSIFICATION: There will be two temporary (seasonal) labor classifications (see Schedule A):

The following will apply to these classifications:

- A. No pension contribution will be made for employees hired to work in these classifications after April 1, 2002.
- B. Classifications established for Park and Recreation and Public Works Departments.
- C. An employee may be assigned under this classification for any period of time up to nine (9) months without concurrence of the UNION. The Temporary (Seasonal) Laborers will be notified in writing at the time of their termination of their eligibility for re-hire. It will be the employee's responsibility to make application with the CITY and maintain current address and phone number.

- D. Employees in these classifications shall be able to take vacation/annual leave described in Article 14.
- E. Employees in this classification assigned to the Public Works Department may perform weed control with non-riding equipment, snow removal by hand shoveling/non-riding equipment.

## **SCHEDULE C**

Letters of understanding existing and current as of the date of this AGREEMENT, and attached hereto.

1. Addendum to Collective Bargaining Agreement (Laborers Pension Fund) dated June 5, 2019.
2. Email agreement dated October 6, 2014 regarding shift differential for Park and Recreation Department employees.
3. IAM National Pension Fund Preferred Schedule dated May 31, 2019.

IN WITNESS WHEREOF, the UNION and the CITY have caused this AGREEMENT to be executed in their names by the duly authorized representatives at Great Falls, Montana, this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE CITY OF GREAT FALLS:

FOR THE UNIONS:

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

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

ATTEST:

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

\_\_\_\_\_  
Lisa Kunz, City Clerk

\_\_\_\_\_  
International Association of Machinists  
District W24, Local #88

(SEAL OF CITY)

\_\_\_\_\_  
Reviewed for Legal Content:  
David Dennis, City Attorney

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

\_\_\_\_\_  
Carpenters