

AGREEMENT

BETWEEN

CITY OF GREAT FALLS

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL UNION #233

July 1, 2023 – June 30, 2025

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## AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the "CITY", and LOCAL UNION #233, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), hereinafter referred to as the "UNION", who have mutually agreed as follows:

### ARTICLE 1

#### RECOGNITION AND PURPOSE

- 1.1 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 IBEW shall be maintained during the term of this AGREEMENT.

### ARTICLE 2

#### TERM OF THIS AGREEMENT

- 2.1 This AGREEMENT shall take effect July 1, 2023, and shall remain in effect until June 30, 2025, 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 party in writing, at least 60 days prior to the expiration date of this AGREEMENT.
- 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 this 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 meet to consider the proposed change(s) at least thirty (30) days prior to the expiration date of this AGREEMENT. In the event that an agreement has not been reached by the expiration 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, except for alleged violations of FMLA, ADA or State or Federal provisions, which shall be addressed through the appropriate State or Federal agencies.

- 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 for approval

### ARTICLE 3

#### SUCCESSORS

- 3.1 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 probationary period and is assigned to a position designated as regular, full or part-time in the CITY's annual budget.
- C. "Full-time employee" means an employee who normally works forty (40) hours a week.
- D. "Base Pay Rate" is defined as the employee's regular hourly rate of pay in that category to which an employee is ordinarily assigned, exclusive of longevity or any other special rates of pay.
- E. "Work Week" is defined as Sunday 12:00 a.m. through Saturday 11:59 p.m.

### ARTICLE 5

#### UNION SECURITY

- 5.1 Any employee included in the bargaining unit may be or become a member of the Union. No employee shall be required to become a member of the Union as a condition of employment. Employer will direct to the designated Union representative any bargaining unit employee having a question regarding Union membership, dues or fees. Employer shall provide the Union written notification of newly hired bargaining unit employees within 10 business days following the employee's date of hire. The designated union representative may meet with a newly hired bargaining unit employee, with preapproval from the supervisor and no disruption to the course of work, for up to one (1) hour.

- 5.2 The CITY agrees to deduct the UNION monthly dues and initiation fee from each UNION member's wages upon written authorization of employee. The deductions shall be made once each month with the total of such deductions made payable to the UNION by the end of the following calendar month.
- 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 provided the Business Agent does not disrupt the normal CITY operations, except for unsafe conditions.
- 5.4 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 this AGREEMENT or in any other matters, which affect or may affect the relationship between the CITY and the UNION.

## 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 If the contract has expired, good faith efforts in negotiating a new contract have failed and the parties are at impasse, then:
- A. The UNION may "strike" the CITY on any issue that the CITY does not agree to settle by binding arbitration, and/or
  - B. The CITY may "lockout" the UNION on any issue that the UNION does not agree to settle by binding arbitration.

## ARTICLE 7

### MANAGEMENT RIGHTS

- 7.1 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 the 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.
- 7.2 The foregoing enumeration of the 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 Manager will attempt to resolve any grievances that arise in his/her Division.

#### STEP 2:

- A. If the employee is not satisfied with the Division Manager's decision, he/she may reduce the grievance to writing and submit to the UNION for submission to the Department Head and HR Director 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 this AGREEMENT allegedly violated, if applicable; and
- 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 Head. The Department Head shall respond within fifteen (15) working days of the grievance.

STEP 4:

If within fifteen (15) working days the grievance has not been settled, it may be submitted to the City Manager or designee. The City Manager shall respond within ten (10) working days of the grievance.

STEP 5:

If within ten (10) working days after being submitted to the City Manager or 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 or State of Montana Board of Labor Appeals. The charging party in the grievance shall strike the first name. 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 the UNION cannot agree whether a grievance is monetary or on the dollar amount thereof, either party may seek judicial determination.
- D. The 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 presented grievance is not appealed to the next step within the specific time limit, or any agreed extension thereof, it shall be considered settled on the basis of the CITY's or the 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.
- 8.3 At any stage of the grievance process, the UNION, employee and/or the CITY may attempt to mutually settle or resolve the grievance.

#### ARTICLE 9

##### WAGES AND PAY PERIODS

- 9.1 Attached hereto and made a part hereof by reference as Schedule A is a list of the agreed wage schedule, classifications and rates of pay of employees covered by and for the duration of this AGREEMENT. Exclusive of unforeseen emergencies, all employees covered by this AGREEMENT shall be paid bi-weekly in accordance with the CITY Personnel Policy Manual.

#### ARTICLE 10

##### HOURS OF WORK AND OVERTIME

- 10.1 Except for the special work schedules no longer than two weeks that are set forth herein, the normal work schedule shall consist of five (5) days, of eight (8) continuous hours each, except for a normal thirty (30) minute-lunch period. Otherwise, any schedule other than Monday through Friday will be agreed upon with the employees and the UNION will be notified.
- 10.2 One and one-half (1½) times 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) in any one week. In no case shall overtime pay be paid twice for the same hours worked.
- 10.3 The 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, the CITY agrees that each regular full-time employee will be given the opportunity of working thirty-two (32) hours of work week specified as CITY

business requires. 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 will be compensated for a minimum of two (2) hours at one and one half (1½) times the regular hourly rate of pay if called in within (a) two (2) hours before the start of their scheduled shift, or (b) four (4) hours after the end of the scheduled shift.

At all other times, except as outlined in Article 10.1 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 hourly pay rate. An early 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 The employee placed on standby will carry a CITY provided cell phone and report to work within one (1) hour from voice to voice contact with the CITY. The standby period is defined as any consecutive 24-hour period beyond the employee's normally scheduled shift. The employee must be notified of being placed on standby 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 at the regular hourly rate of pay for the standby period in addition to any call back compensation.
- 11.3 Bargaining unit members who are required to make telephone 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 (1½) times the 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 the regular hourly 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 one and one-half (1½) times the regular hourly rate of pay for four (4) hours of the second shift.

## ARTICLE 12

### SENIORITY

- 12.1 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. In the case of a layoff, 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 of continuous service.

- 12.2 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 the employee by mail to his/her last known address provided by employee to the CITY; or (e) absence from CITY employment for layoff or illness for twelve (12) or more months. No new regular employee shall be hired in a craft or division until all laid off employees who retain seniority in that classification and 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 AND EVALUATION PERIODS

- 13.1 All newly hired or rehired employees will satisfactorily serve a six (6) month probationary period upon being hired by the CITY.
- 13.2 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.
- 13.3 All employees will serve a six (6) month evaluation period in any dissimilar job in which the employee has not served a probationary period.
- 13.4 If an employee is determined to be unqualified during an evaluation 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 Regular, full-time employees shall be granted the following paid holidays each calendar year:
- A. New Year's Day, January 1st
  - 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 4th
  - F. Labor Day, first Monday in September
  - G. Veterans Day, November 11th

- H. Thanksgiving, fourth Thursday, and the day after Thanksgiving, fourth Friday, in November
- I. Christmas, December 25th
- J. General Election Day each year in which a general election is held throughout the State.

- 14.2 "Holiday pay" is defined as eight (8) hours at one (1) times the employee's regular hourly rate of pay.
- 14.3 "Holiday Premium Pay" is defined as one and one half (1½) times the employee's regular hourly rate of pay.
- 14.4 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 within the same pay period. If a day off cannot be provided, the employee will receive eight (8) hours of holiday pay.
- 14.5 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 holiday premium pay plus holiday pay.
- 14.6 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 pay.

## ARTICLE 15

### VACATION (ANNUAL LEAVE)

- 15.1 Vacation shall be earned and accumulated as provided in the Montana Code Annotated.
- 15.2 Vacation time earned but not used at the time of termination shall be paid to the employee at his/her base pay rate. Vacation time shall be granted at the time requested insofar as possible, subject to operational needs of the division or department. Vacations shall be bulletined and the most senior employee shall have the first choice as to his/her vacation time. He/she shall be given a choice of a split vacation if he/she so desires.
- 15.3 All vacations will be posted between January 1st 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 or Department Head before May 1st or no adjustments will be made.
- 15.4 In the case of vacation schedules, seniority shall govern by division and apply on the vacation selections for first and second choices with the most senior employee given first (1st) choice of when he/she shall take his/her vacation, which shall not exceed ten (10) working days. With the approval of the Division Manager or Department Head, employees may split their first choice vacation.

- 15.5 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 Code Annotated.
- 16.2 Employees may take sick leave for the following reasons:
- A. 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.
  - B. When urgently needed to care for an employee's spouse, children, mother, father, or any other member of the household who is ill.
  - C. When there is a death in the immediate family, no more than 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 residing in the employee's household.
- 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.
- A. Report in the manner designated by division or department, the reason for absence as soon as reasonably possible prior to the beginning of the shift to his/her division head or immediate supervisor.
  - B. 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 Employees who receive workers' compensation benefits after using sick leave accruals for the same absence, shall provide the CITY with documentation of the workers' compensation benefits received. The employee may then request a corresponding credit to the employee's sick leave accrual account.
- 16.7 Sick Leave Donations. Sick leave utilized must not exceed the amount accrued by the employee. Sick leave donations are not available to employees during a probationary period. 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 vacation/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 UNION may donate one (1) day of sick leave to an employee on an individual basis. Requests for donations by an employee must be approved by Management and are requested and coordinated through HR. The maximum amount an employee can receive or donate is fifteen (15) days in one (1) calendar year.

- 16.8 The Voluntary Employee Benefits Association (VEBA) Plan is a benefit available to all eligible employees and is administered and managed according to the MCA through the HR department.

#### ARTICLE 17

#### FAMILY AND MEDICAL LEAVE (FMLA)

- 17.1 By Federal law, all eligible employees are provided family medical leave under the FMLA as referenced in City Personnel Policy Manual.

#### ARTICLE 18

#### TEMPORARY ASSIGNMENTS AND LIGHT DUTY/TEMPORARY ALTERNATIVE DUTY ASSIGNMENTS

- 18.1 Employees temporarily assigned to a higher rated position for more than eight (8) hours, (i.e., an Electrician assigned Code Inspector work), 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 who 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 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 and based on the availability of the CITY to accommodate the light duty/temporary ADA request. The employee will be required to perform work throughout the CITY for which the employee may be capable and qualified.
- 18.4 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 at the CITY's expense.

#### ARTICLE 19

#### REST BREAK AND 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 half of a shift and midway in the second half of a 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

- 20.1 Any employee who has completed his/her 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 regular hourly rate of pay. 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

- 21.1 Jury duty provisions as defined under the City's Personnel Policy Manual.

## ARTICLE 22

### UNPAID LEAVE OF ABSENCE

- 22.1 Unpaid Leave of Absence (other than work-related injury)
- A. The City may grant an unpaid leave of absence if a cost/benefit analysis of both direct and indirect costs does not result in a net loss to the CITY, and the absence does not interfere with the operations of the department or the CITY. Employees will not be granted an unpaid leave of absence to obtain outside employment.
  - B. Employees must use all accrued paid leave before an unpaid leave of absence begins.
  - C. Department Heads will review and either approve or deny leave of absence requests of 30 days or less. Decisions will be forwarded to the requesting employee within three (3) business days. Leave of absence requests of more than 30 days shall be submitted to the Department Head and HR Director for review and then forwarded to the City Manager for a final approval/denial. Failure to return from leave at the time agreed will result in termination of employment.
  - D. During an unpaid leave of absence, benefits such as holiday, annual and sick leaves do not continue to accrue. Employees are required to self-pay insurance premiums

during an unpaid leave of absence and must consult HR to obtain information as to the level and duration of insurance coverage.

E. Existing seniority rights will be suspended during the term of the leave.

#### ARTICLE 23

##### MEAL

23.1 When 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 worked, the CITY shall reimburse him/her \$15.00 for a meal. The employee will be given a reasonable amount of time to eat, which will not be compensable time. All meal reimbursements will be included in the employee's biweekly payroll check.

#### ARTICLE 24

##### LONGEVITY

24.1 For purposes of longevity only, time shall be computed from the employee's latest date of hire into the bargaining unit without a break in service. The following schedule of benefits shall be paid to employees who accrue longevity based on the time elements stipulated.

24.2 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

24.3 Earned longevity pay will be paid to eligible employees in a lump sum payment and included in their regular biweekly paycheck nearest to September 30th of each year. Longevity pay will be calculated as of the previous June 30th. The maximum payment is for twelve (12) months.

#### ARTICLE 25

##### EQUAL EMPLOYMENT OPPORTUNITY POLICY

25.1 The UNION and the CITY agree to abide by the CITY's Equal Employment Opportunity Policy in the CITY's Personnel Policy Manual 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.

#### 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

27.1 In the event any Federal or State law or final decision of a court of competent jurisdiction ruling conflicts with any provision of this AGREEMENT, the provision(s) so affected shall no longer be operative or binding upon the parties, but the remaining portion of this 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 28

##### WAIVER AND AMENDMENT CLAUSE

28.1 No past practices, policies, rules or prior agreements shall alter the intent or the meaning of the specific articles of this AGREEMENT. This clause shall not be construed to limit, impair or act as a waiver of the CITY's or the UNION's right to bargain collectively on changes which may modify the basic terms and conditions herein set forth.

**SCHEDULE A**

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

During the term of this AGREEMENT, the following regular hourly rates of pay are:

Title/Position	FY24 7/1/2023	FY25 7/1/2024
Master Electrician	\$38.19	\$40.10
Code Inspector	\$38.19	\$40.10
Electrician	\$35.99	\$37.79
Water Plant Industrial Electrician	\$35.99	\$37.79
Traffic Signal Technician	\$35.99	\$37.79
Traffic Signal Technician/Electrician	\$35.99	\$37.79
Water Plant Industrial Automation Specialist	\$35.99	\$37.79

The regular hourly rate of pay includes the NEBF and 8<sup>th</sup> District Electrical Pension Fund contributions as described in Schedule B 4(A)(1) and (2).

## **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 schedule, 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; and/or
    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 apply through the CITY's website to be considered as an applicant for employment.
  - 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 operational needs.
4. UNION Pension and Insurance Plans: The CITY agrees to pay directly to any pension plan designated by the UNION, an amount specified by the 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 submitted electronically 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. Effective July 1, 2019, the sum of two dollars and twenty-five (\$2.25), per hour, per employee, will be paid to employees covered under the terms of this AGREEMENT and forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The CITY shall forward monthly an electronic payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be submitted electronically not later than fifteen (15) calendar days following the end of each calendar month. If the CITY fails to remit, the CITY shall be 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 eligible regular employee and eligible dependents immediately following the period of exclusion provided by the terms of the plan document.

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 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 the employee and the 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.

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

Health insurance 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. 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 for the CITY during hours outside the day shift as designated by that employee's division, a shift differential of seventy-five cents (\$0.75) 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 hourly rate of pay.