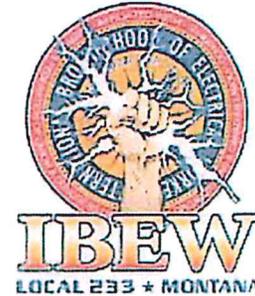


19-412 Agreement



**City-County of
Butte-Silver Bow, Montana**

and

**The International Brotherhood
of Electrical Workers,
Local Union No. 233**

July 1, 2019 – June 30, 2021

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2019, by and between the CITY-COUNTY OF BUTTE-SILVER BOW, STATE OF MONTANA, a body corporate and politic and a political subdivision of the State of Montana, herein referred to as the "EMPLOYER", and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 233, hereinafter called the "UNION", for the purpose of promoting and improving the relations between the Employer, its employees, and the Union; establishing a formal understanding relative to all conditions of employment; and providing the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will insure to the welfare and benefits of the people of Butte-Silver Bow, State of Montana.

WITNESSETH, in consideration of the mutual covenants herein set forth, which have been mutually determined at negotiating conferences held in Butte, Montana, the Employer and the Union agree and shall be bound as follows:

ARTICLE 1 - JURISDICTION

Section 1: The Employer recognizes the Union as the exclusive and sole bargaining agent for Electricians employed by Butte-Silver Bow as listed in Schedule A, subject to the conditions herein contained. When performed by Butte-Silver Bow, electrical installations shall be performed by a licensed electrician in which an electrical connection is made to a supply of electricity or in which electricity is supplied to any electric equipment installation.

Section 2: It is in the interest of the Employer and the Union that all newly hired employees are informed of the rights, obligations, and benefits of their employment with the Employer. Accordingly, the Employer shall notify the Union and the Union Steward of all new employees immediately upon hire. The Employer shall supply the following information to the Union regarding each newly hired employee immediately upon hire: name, address, telephone number (home and mobile), email address (if available), work hours, classification, and date of hire. Each newly hired bargaining unit employee shall, during the employee's first two weeks of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 3: Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly union dues of such employee from his pay and remit such deduction by the fifteenth (15th) day of the

following month to the official designated by the Union in writing to receive such deductions. The Union will notify Butte-Silver Bow in writing of the exact amount of such regular membership dues to be deducted.

Section 4: Every new employee shall be on probation for a period of one hundred eighty (180) calendar days from the first day of work after which time he shall carry seniority from the first date of his employment to the extent of his employment. Seniority shall be recognized insofar as layoffs are concerned. The last man hired shall be the first laid off. This clause shall not affect Butte-Silver Bow's right to discharge for cause. The principle of seniority shall not apply to employees in temporary or seasonal positions. Seniority shall be determined by craft and department. Seniority shall be broken by:

- a. quit;
- b. retirement;
- c. discharge;
- d. failure to report to work after lay off within seven (7) days after notification of recall; or
- e. lay off or illness of six (6) or more months.

Section 5 - Non-Discrimination: No employee shall be discharged or discriminated against by the Employer for membership in the Union or for lawful union activities so long as such activity is not carried out during working hours and does not interfere with the efficient operation of the various departments of Butte-Silver Bow.

Section 6 - Rights of Butte-Silver Bow Management: The right to hire, lay off, promote, demote, transfer, discharge for cause, maintain discipline, require observation of Butte-Silver Bow rules and regulations, and maintain efficiency of employees is the sole responsibility of Butte-Silver Bow, provided that union members shall not be discriminated against as such, and Butte-Silver Bow should not exercise these rights in violation of the provisions of this Agreement. In addition, Butte-Silver Bow has the exclusive duty and right to manage its affairs, direct the working forces, schedule the work, and all other rights granted to an Employer under State law.

Section 7: Service call shall be defined to mean calls which require immediate attention or repair, and which are necessary for the preservation of life, health, or property.

ARTICLE 2 - HOURS OF WORK

Section 1 - Regular Work Day: The regular workday shall consist of eight (8) hours between the hours of 8:00 a.m. and 5:00 p.m. or 7:00 a.m. and 3:30 p.m. except for a normal lunch period, a fifteen (15) minute break for the first four (4) hours of a work day, and a fifteen (15) minute

break for the second four (4) hours of a work day. This workday may be varied to begin no more than two (2) hours prior to 8:00 a.m. by mutual agreement. The regular workweek shall consist of forty (40) hours that is five (5) regular work days, Monday through Friday, inclusive, except as provided in Schedule A.

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a work week. All time worked in excess of eight (8) hours in any one work day or all time worked in excess of forty (40) hours in any work week shall be paid at the rate of double time the regular hourly rate, as set forth in Schedule A.

Section 2: Employees shall be paid for eight (8) hours at the regular hourly rate as set forth in Schedule A for the following holidays or days celebrated as such by law:

- a. New Year's Day;
- b. Martin Luther King Day;
- c. Lincoln's and Washington's Birthday;
- d. Memorial Day;
- e. Independence Day;
- f. Labor Day;
- g. Columbus Day;
- h. Veteran's Day;
- i. Thanksgiving Day;
- j. Christmas Day; and
- k. Every day on which a general election is held throughout the State (General Election Day)

If any of the holidays herein enumerated (except Sunday) fall upon a Sunday, the Monday following is a holiday.

Employees required to work on these days shall be paid at double time the regular hourly rate as set forth in Schedule A plus holiday pay.

Section 3: Butte-Silver Bow agrees that any man called to work by his supervisor who reports to work shall be paid for a minimum of four (4) hours as set forth in Schedule A. Any workman called on a technical work related call for information will be paid one (1) hour. Each call within the same hour will be considered the same call.

Section 4 – Wages: Wages paid the employees covered by this Agreement shall be those set forth in Schedule A attached hereto.

Section 5 – Payday: Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis with payroll checks issued every other Friday. If payday falls on a holiday, pay checks will be issued on the last business day preceding the holiday. Business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

ARTICLE 3 – VACATION

Section 1: Each employee of the State, or any county or city thereof, who shall have been in continuous employment and service of the State, county, or city thereof, for a period of six (6) months from the date of employment is entitled to and shall be granted annual vacation with full pay according to the following schedule:

Length of Employment	Vacation Days Earned
Day 1 - 10 Years	15 Days
11 - 15 Years	18 Days
16 - 20 Years	21 Days
20+ Years	24 Days

Section 2: Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year.

Section 3: Vacation time earned but not used at the time of termination shall be paid the employee at his regular rate. Vacation time shall be granted at the time requested insofar as possible, subject to the requirement of service.

Section 4: In the case of vacation schedules, seniority shall govern by department, with the most senior employee given first choice of when he shall take his vacation. Employee may split vacation provided that in no event may less than one week be taken at any one time nor more than two vacation periods be scheduled in any calendar year unless otherwise mutually agreed upon. In the case of split vacation, seniority shall apply on the first split only.

Section 5: Vacations shall be scheduled so as to start on January 1 and end on December 31 of each year. All vacations are to be based on each employee's anniversary date of hire. Accumulated vacation time shall be posted on a quarterly basis.

ARTICLE 4 - SICK LEAVE

Section 1: The following policy for sick leave shall apply to all employees of Butte-Silver Bow which has established a sick leave policy in a collective bargaining agreement and all those employees whose sick leave is set by State law:

- a. Employees shall receive one (1) day's sick leave for each month worked. The "one day's sick leave" as used herein is defined as that period of time which constitutes and is equivalent of a day's work or a duty shift of eight (8) hours.
- b. Sick leave accumulations shall not be limited. The employee upon termination or separation of service from the Employer shall be entitled to twenty-five percent (25%) of the total accumulated sick leave. Such payment shall be in full upon such termination or separation. There shall be a ninety (90) day period of probation on new employees with the stipulation that any employee who shall be employed for more than ninety (90) days shall be credited with sick leave from the date of employment. Accumulated sick leave shall be posted on a quarterly basis.

Section 2: Subject to the approval of the department head or supervisor, the employee may take sick leave for the following reasons:

- a. personal illness;
- b. when urgently needed to care for a member of employee's immediate family who is ill -- this leave is not more than three (3) days at one time; or
- c. when there is a death in the immediate family, five (5) days sick leave may be granted.

"Immediate family" shall mean spouse, children, mother, father, sisters, brothers, and immediate family of spouse.

Section 3: A doctor's report is required for any paid sick leave in excess of one (1) working day.

Section 4: "Leave of absence" time shall not be deducted from normal sick leave or vacation time and shall be taken without compensation, until the employee's return to his regular job when mutually agreed upon.

Section 5: Death Benefits - All personnel shall receive Public Employees Retirement System death benefits which presently are as follows for the beneficiaries of members who die before retirement.

- a. Lump Sum: All contributions to PERS plus interest and one (1) month's salary for each year of service up to six (6) years.

Section 6: A Sick Leave Grant Program is established which will allow the direct granting or donation of accrued sick leave to qualified employees who suffer an extensive illness or accident and who have exhausted all leave benefits. The program is strictly voluntary and shall be administered in accordance with the policy approved by the Butte-Silver Bow Council of Commissioners on January 6, 1988.

ARTICLE 5 - HEALTH AND WELFARE

Section 1: Effective July 1, 2019, the Employer shall contribute to the Eighth District Electrical Benefit Fund (the "Fund") the sum of \$3.92 per compensable hour for each employee of the Employer performing work covered by this Agreement.

Effective July 1, 2020, the Employer contribution shall increase from \$3.92 to \$4.09 per compensable hour for each employee of the Employer performing work covered by this Agreement

Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th day of each month. The Employer contribution shall be in lieu of wages.

Section 2: Employer and Union accept and agree to be bound by the terms of the Merger Agreement and Declaration of Trust of the Eighth District Electrical Benefit Fund, as amended (the "Trust Agreement") and all rules, regulations, and action adopted or taken by the Board of Trustees of the Fund.

Section 3: Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

Section 4: Individual employers who fail to timely pay contributions and remit payroll reports shall be subject to having this Agreement terminated upon seventy-two (72) hours written notice being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the designated depository.

Section 5: The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

ARTICLE 6 - EMPLOYEE DISCIPLINE

Section 1: The Union and its Members agree to be bound by Policy 12.1 (Employee Discipline) as currently approved or as may be amended. The discipline procedure is still covered under the Grievance Procedure in this Contract.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1: A grievance is defined as any disagreement between the parties to this Agreement which pertains to: (a) any matter involving the application or interpretation of the Agreement or (b) any matter involving an alleged violation of any of the provisions of this Agreement.

Section 2: Any grievance arising between the parties shall be settled as follows:

- a. Any grievance or misunderstanding which cannot be settled between the Employer and the employee must be taken up with the Employer by the Business Representative of the Union, or anyone designated by the Union.
- b. The parties agree that any difference meeting the definition of a grievance as stated in Section 1 above, which cannot be settled among themselves, may be submitted to arbitration upon the request of either party.
- c. The party desiring such arbitration shall give to the other party written notice that the matter is to be submitted to arbitration and shall specify the question or questions to be arbitrated, and shall name the arbitrator chosen by such party. Within one week thereafter, the other party shall file in like manner, written notice specifying their reply and designating the arbitrator chosen by such party.
- d. The Board of Arbitration shall consist of two representatives - one designated by the Employer and one designated by the Union and a third impartial member to be selected by those two.
- e. The Board of Arbitration shall have authority only to deal with differences between the parties involving the interpretation of this Agreement and shall not have authority to alter or add to the terms of this Agreement or the wage scale which are a part hereof. The Board of Arbitration shall not have authority to go beyond the submission, and any case referred to the Board by either party on which the Board has no power or authority to rule, shall be referred back to the parties without decision.

- f. Each party shall bear their own expense with respect to the arbitration with the one exception, that the expenses, if any of the third impartial member of the Board shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union.
- g. All decisions of the Board of Arbitration made within the scope of the submission and within the authority of the Board as defined in this Article, shall be final and binding on the Employer and the Union.

ARTICLE 8 - HEALTH AND SAFETY

Section 1: It is the Employer's responsibility to ensure the safety of its employees and their compliance with the Employer's safety rules and regulations.

Section 2: The Employer will provide one pair of OSHA compliant foot protection every two years up to a maximum amount of \$200, or replace as necessary at the supervisor's discretion.

Section 3: The Employer will provide a clothing allowance of \$200 per year to be paid by separate check on the first payday in December .

Section 4: When an employee must work on an electrical system 2,400 volts or higher he shall receive hazard pay at the rate of one and one-half times (1.5X) the regular rate of pay for the time worked on the system. This shall be paid at a minimum of one hour.

ARTICLE 9 - SAVINGS CLAUSE

If any section, subdivision, paragraph, sentence, clause, phrase or any part of this Agreement is determined or declared to be contrary to or in violation of any State or Federal law, the remainder of this Agreement shall not thereby be affected or invalidated.

ARTICLE 10 - JURY DUTY

The employee shall be compensated the difference between jury pay and the regular pay under this Agreement. In the event a juror is dismissed by the judge before the hour of twelve o'clock noon of his normal work day, he shall immediately contact his supervisor and report to work.

ARTICLE 11 - STRIKES AND LOCKOUTS

It is agreed that during the life of this Agreement there will be no authorized strike or other economic activity or lockouts unless the other party to the Agreement is refusing to comply with the final decision of the Arbitrator reached in accordance with the provisions of this Agreement.

ARTICLE 12 – LICENSING FEES

Upon submission of proper documentation, the Employer will pay the annual cost of licensing fees.

ARTICLE 13 - IMPASSES IN NEGOTIATIONS

Section 1: Throughout the conduct of negotiations, each party shall make a maximum effort to resolve any and all impasse items that may arise. Whenever negotiations fail to proceed in an expeditious manner or appear to be deadlocked, either party or both parties jointly may request the assistance of the Board of Personnel Appeals.

Section 2: When the procedures described above fail to resolve an impasse, the unresolved issues shall be submitted to arbitration. The Employer and the Union agree that the decision of arbitrator shall be final and binding on both parties. Both parties shall share the expense of the arbitrator.

Section 3: Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the Board of Personnel Appeals. By mutual consent, another process can be utilized. The Arbitrator shall have thirty (30) days to render a decision.

Section 4: When any matter in dispute has been referred to arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 5: It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line whether at the premises of another employer or the employee's own employer.

ARTICLE 14 - PERSONAL DAY

Employees shall be granted one personal day off with pay per calendar year (January 1st through December 31st). This must be used within the calendar year and cannot be carried over from year-to-year.

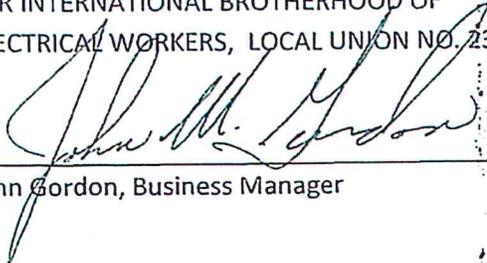
ARTICLE 15 - TERM OF AGREEMENT

This Agreement, entered into this 21 day of August, 2019, shall be effective on all work covered hereby as of the 1st day of July 2019, and shall remain in full force and effect until June 30, 2021, and from year-to-year thereafter unless notice is given in writing by the Union or the Employer to the other party, not less than sixty (60) days prior to June 30, 2021 or prior to the expiration of any subsequent annual period of its desire to modify, amend or terminate this Agreement. In such case, the Agreement shall be opened for modification, amendment or termination as the notice may indicate at the expiration of the period within the notice is given.

During the terms 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 collective bargaining which resulted in the consummation of this Agreement. The clause shall not be construed to limit, impair or act as a waiver of Union's right to bargain collectively on changes contemplated or effected by Employer which may modify the traditional operation of the basic terms and conditions herein set forth.

IN WITNESS WHEREOF, we have hereunto set our hands on the 21 day of August, 2019.

FOR INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 233



John Gordon, Business Manager

FOR CITY-COUNTY OF BUTTE-SILVER BOW MONTANA

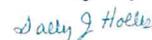
DocuSigned by:



Dave Palmer, Chief Executive

ATTEST:

DocuSigned by:



Sally Hollis

Clerk & Recorder

SCHEDULE A

1. The Union shall have jurisdiction over those employees of the Employer classified as Electrician.
2. Applicants for the position of Electrician shall possess at least one of the following:
 - a) Master Electrician's License or
 - b) State Electrical License

In the event a vacancy occurs, the Employer will attempt to hire an individual with the qualifications set forth in item (a) above. Upon notice of termination of an employee, the Employer will request from the Union a list of qualified personnel who can be considered for employment. Such a list shall be provided by the Union no later than two (2) weeks after termination. If, after receipt of said list from the Union, the Employer finds no acceptable candidate for employment, then the Employer can hire an individual with any one of the qualifications set forth in items (a) and (b) above.

3. Wage Schedule:

Classification	Base Wage Per Hour	
	July 1, 2019	July 1, 2020
Electrician/Training Coordinator	\$29.84	\$30.26
Electrician	\$27.84	\$28.26
Electrical Inspector	\$27.84	\$28.26

4. Special Pay:

Electricians with two or more years of consecutive service from date of entry into this bargaining unit shall receive special pay as follows:

July 1, 2019 -- \$175.00/month

July 1, 2020 -- \$225.00/month

This payment shall be made on a separate check on the first pay date of each month.

5. 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 4, 1946, as amended and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued

by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual employer who fails to remit as provided above shall be additionally subject to having his 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 his Labor agreement.

6. Effective July 1, 2017, the sum of three dollars and twenty two cents (\$3.22) per man, per compensable hour for the Electricians employed under the terms of this Agreement will be forwarded monthly to a depository designated by the Trustees of the Eighth District Electrical Pension Fund. The contribution shall be in lieu of wages.

Effective July 1, 2018 the amount shall be increased by \$0.173 if the decision is made by the members not to apply it to the Health and Welfare (to be determined on or before June 30, 2018).

The Employer shall also forward monthly a payroll report on a form prescribed by the Trust Fund Committee. Such payments and payroll reports shall be mailed to reach the office of the collecting agency not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to remit 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 designated depository.

7. (a) Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the "Fund") the sum of \$0 per compensable hour by each employee of the Employer performing work covered by this Agreement. Employer

contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th of each month. The contribution shall be in lieu of wages.

Employer and Union adopt and agree to be bound by all terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement.

Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement. Union designates and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the Trust Agreement.

The failure of any individual Employer to comply with the applicable provisions of the Trust Agreement shall also constitute a breach of this Agreement.

- (b) Employees performing work covered by this Agreement who are participants in the Eighth District Electrical Pension Fund Annuity Plan ("Fund") may elect to participate in Fund's 401 (k) Salary Reduction Program (the "Program") by signing and delivering to the Employer and Fund Administrator an Elective Deferral Authorization ("Authorization") form approved by the Fund. Employer shall reduce and withhold from the employee's salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer's payments shall be accompanied by such reporting forms as the Fund shall designate. Employer's payments and reports shall be delinquent if not received by the Fund by the 15th of each calendar month.