

*19-409
Agreement*



City-County of
Butte-Silver Bow, Montana
and
Local No. 1922 of the
International Union of
Painters and Allied Trades,
District Council 82, AFL-CIO

July 1, 2018 – June 30, 2021

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AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of August, 2019, by and between THE CITY-COUNTY OF BUTTE-SILVER BOW, MONTANA, hereinafter referred to as the Employer and, DISTRICT COUNCIL 82 AND LOCAL NO. 1922 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO, or its successor, hereinafter referred to as the Union.

ARTICLE 1 – RECOGNITION

The Employer recognizes and acknowledges that District Council 82 and Local No. 1922 of the International Union of Painters and Allied Trades, AFL-CIO is the exclusive representative of all employees, wherever such employees may be employed, covered by this Agreement for the purpose of collective bargaining, as provided by the Montana Collective Bargaining Act for Public Employees and more specifically in the following scope of work.

Section 1: It is mutually agreed that this Agreement is applicable to painting/repainting and other work related and incidental thereto to be performed by the Employee on an annual or regular and continuous basis, as well as painting related to traffic control for Butte-Silver Bow.

Section 2: A Labor Management Committee will meet quarterly or as deemed necessary by both parties for the purpose of defining the scope of work performed by members of the Bargaining Unit.

ARTICLE 2 – DEFINITIONS

Wherever said in this Agreement, each singular number or term shall include the plural, and the plural, the singular, and the use of any gender shall include all genders.

ARTICLE 3 – UNION SECURITY

Section 1: The Employer will maintain a neutral approach to whether employees join the Union. The Employer, including its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to employees joining the Union.

Section 2: The Union will provide to the Employer verification that dues deductions have been authorized by the Employee. Employees may provide such authorization for payroll deduction of dues by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an on-line deduction authorization, or by any other means of indicating agreement allowable under state or federal law.

Section 3: The Employer agrees to honor the dues checkoff authorization of the members of the Bargaining Unit and remit monthly dues to the Union, at amounts provided for by the Union's by-laws, to the following address:

IUPAT District Council 82
3205 Country Drive
Little Canada, MN 55117

Section 4: Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will adhere to each employee's check-off authorization unless it is revoked in writing during the above-described window period, regardless of whether the Employee is a member of the Union.

Section 5: The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 4 – NEW HIRE ORIENTATION

Section 1: The Employer shall notify the Union of all new employees immediately upon hire and supply the following information: name, address, telephone number (home and mobile), email address (if available), work hours, classification, and date of hire.

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. Each newly hired bargaining unit employee shall, during the employee's first week 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 request of the Union, the Employer shall provide an updated electronic bargaining unit list of employees including: name, address, telephone number (home and mobile), email address (if available), work hours, classification, date of hire, and seniority date.

ARTICLE 5 – NON-DISCRIMINATION

Section 1: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, or other terms and conditions of employment because of such individual's race, color, religion, creed, gender, political ideas, marital status, age, physical or mental ability, genetic history, or national origin; nor limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities as stated above.

Section 2: To comply with the Americans with Disabilities Act and other applicable laws ensuring equal employment opportunities to qualified individuals with a disability, reasonable accommodations are made for the known physical or mental limitations of an otherwise qualified individual with a disability unless an undue hardship, a direct threat to health and safety, or another job-related consideration exists.

ARTICLE 6 – SENIORITY

Section 1: Seniority shall be recognized after six (6) months of continuous service, dating from the first day of entry into the IUPAT Bargaining Unit. In cases of reductions in force, the last man hired will be the first man laid off; the last man laid off, will be the first man rehired.

Section 2: Seniority shall be terminated by:

- a. discharge for cause;
- b. voluntary quit;
- c. eighteen (18) consecutive months of unemployment through layoffs from that particular employment;
- d. absence from work except for bona fide sickness, or granted leave of absence (in case of bona fide sickness, the Employer may demand a certification from a reputable physician after a period of thirty (30) days);
- e. failure to report for work after a layoff within forty-eight (48) hours after the time of being personally notified, or within one week of such notice being given in writing to the Union; and
- f. securing other employment during a leave of absence which may be granted by the Employer, unless mutually agreed upon between the Employer and the employee.

It is understood that notice to the Union of a vacancy in a classification for which an employee who is on layoff being given in writing to the Union shall be notice to the employee if that employee is specifically named in such notice to the Union.

ARTICLE 7 – WAGES

Section 1: A Journeyman Painter is defined as any person qualified as a craftsman in the industry; one who has completed his apprenticeship or has passed the necessary examination as to his proficiency to perform the duties pertaining to the painting, decorating, and taping industry as an employee and who does not contract. Journeyman Painters covered under this agreement:

- a. apply drywall tape, paint, stain, and coatings to walls and ceilings, buildings, roads, parking lots, bridges, and other structures;
- b. cover floors, furniture, and trim with drop cloths, tarps, and masking tape to protect surfaces;
- c. remove and replace pictures and outlet/switch covers, install scaffolding and raise ladders, and fill holes and cracks with putty or plaster;
- d. prepare surfaces by scraping, wire brushing, or sanding to a smooth finish;
- e. calculate the size of the area to be painted as well as the amount of paint and materials needed;
- f. choose the correct tool for each job;
- g. follow safety practices including the use of special safety equipment as needed;
- h. may work from scaffolding requiring the use of a harness; and
- i. use strategically placed vehicle safety lights, blinking cones, collapsing traffic barriers, etc. when working traffic areas.

Section 2: An Apprentice Painter is defined as one who has registered with and has been accepted by the Local Painting and Decorating Joint Apprenticeship and Training Committee. An Apprentice Painter may perform Journeyman work under the supervision of a Journeyman or independently upon demonstration of acceptable abilities.

Section 3: The base hourly wage for a Journeyman Painter will increase by 2.0% for each year of the contract:

July 1, 2018 -- \$22.82
July 1, 2019 -- \$23.28
July 1, 2020 -- \$23.75

Section 4: Performance of duties not covered under Section 1 above will be paid at \$24.93 per hour. Such duties are subject to clarification by the parties and must have prior approval of the Manager of Government Buildings.

Section 5: When an employee covered under this Agreement is authorized by their manager to supervise three or more painters (volunteers excluded), the Employee shall receive Lead Man pay of \$1.50 per hour over the hourly base wage of Journeyman Painter.

Section 6: The base hourly wage for an Apprentice Painter shall be:

% of Journeyman Base Wage	July 1, 2018	July 1, 2019	July 1, 2020
0-2000 hours = 85%	\$19.40	\$19.79	\$20.19
2000-4000 hours = 90%	\$20.54	\$20.95	\$21.38
4000-6000 hours = 95%	\$21.68	\$22.12	\$22.56

ARTICLE 8 – LONGEVITY

Section 1: In addition to the base wage provided in Article 7, an employee is entitled to a longevity allowance, provided the employee works three (3) years of uninterrupted service beginning with the employee’s date of entry into the bargaining unit.

Section 2: Longevity is calculated at \$50.00 per year times the employee’s years of service.

Section 3: Longevity will be paid on a separate check on the anniversary date of the employee’s entry date into the bargaining unit.

ARTICLE 9 – HEALTH AND WELFARE

Section 1: The Employer agrees to the following contribution schedule for each member enrolled in the Butte-Silver Bow Health Insurance Plan:

Coverage	Employer Monthly Contribution		
	July 1, 2018	July 1, 2019	July 1, 2020
Single	\$893.03	\$923.03	\$953.03
Two-Party	\$923.71	\$953.71	\$983.71
Family	\$937.65	\$967.65	\$997.65

Section 2: Contributions shall be paid on behalf of enrolled members and includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.

ARTICLE 10 – IUPAT INDUSTRY PENSION FUND

Section 1: Commencing with the first day of July 2013, and for the duration of the Agreement, and any renewals or extensions thereof, the Employer agrees to make payments to the IUPAT Industry Pension Fund for each employee covered by this Agreement as follows:

- a. Effective July 1, 2013 each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of \$3.98 to the above-named Pension Fund.
- b. For the purpose of this Article, each hour paid for, including hours attributable to show up time and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- c. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.
- d. The payments to the Pension Fund required above shall be made to the IUPAT Industry Pension Fund, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time-to-time, as though he had actually signed the same.

Section 2: The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time-to-time.

Section 3: All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.

Section 4: If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any 'no strike' clause which may be provided or set forth elsewhere in this Agreement.

Section 5: The Pension Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Industry Pension Fund as a deduction for income tax purposes.

ARTICLE 11 – GENERAL CONDITIONS

Section 1: Over the course of each contract year, the Employer shall provide \$175 in reimbursement for the purchase of painter's whites for permanent painters and apprentices. Requests for reimbursement must be submitted prior to June 15th of each contract year.

Section 2: The Employer will continue to pay its shared cost for participation in the Butte-Silver Bow Health Insurance Plan for up to ninety (90) days for employees who are in a leave without pay status because of illness for injury including covered members on Workers' Compensation leave. Employees that are off work extending beyond ninety (90) days due to a work-related injury and are receiving Workers' Compensation benefits to receive 100% of their current wage. During this period of sick leave supplementation, the employee's other benefits will be maintained for the period that sick leave supplementation is available to the employee.

Section 3: The Employer agrees to furnish each affected employee and the Union with a copy of any changes to the job description thirty (30) days prior to implementing the changes.

ARTICLE 12 – PAYMENT OF WAGES

Section 1: All wages shall be paid by check or direct deposit and shall be accompanied by a statement of gross earnings and any deductions legally made. Such statement shall show the employer's name, the employee's name, the hourly rate of pay, the dates and hours worked, all deductions made, and the net amount due the employee. Wage payments shall conform to all applicable Federal and State laws.

Section 2: 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 the designated payday falls on a holiday, pay checks will be issued on the last business day preceding the holiday. For the purposes of this Section, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

ARTICLE 13 – WORK DAY, WORK WEEK, OVERTIME, AND SHIFT DIFFERENTIAL

Section 1: Eight (8) hours of work shall constitute a day's work for all employees covered under this Agreement. Forty (40) hours shall constitute a work week. Nothing contained herein shall be construed to establish a guaranteed work week.

Section 2: The Employer, at its discretion, may amend the hours of work to provide as follows: If the Employer elects to implement ten (10) hour shifts, then the work week shall consist of four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday. Any such schedule shall be mutually agreed upon, recognizing senior employees first for assigned schedules. The creation of the ten (10) hour work day schedule is intended to provide flexibility. It may be implemented on a trial basis, and is not a guarantee. Holidays, vacation days, and sick leave days will be paid on the ten (10) hour days.

Section 3: There shall be no split shifts and no employee covered under this Agreement shall be required to commence more than one (1) shift in any one (1) twenty-four (24) hour period; however, employees may work a split shift if requested by the Employer, and said members desire to do so.

Section 4: A twenty-four (24) hour period for the purpose of this Article shall be from eleven fifty-nine (11:59) p.m. to eleven fifty-nine (11:59) p.m.

Section 5: Employees covered under this Agreement may be employed less than eight (8) hours; however, said members shall receive at least four (4) hours pay after starting work, at least six (6) hours pay for work performed over four (4) hours, and at least eight (8) hours pay for work performed over six (6) hours, at the regular hourly wage scale set forth in Article 7; provided, however, that in the event an employee shall be unable to work a full shift by reason of inclement weather, he shall be paid for only the actual hours worked.

Section 6: All work performed on Sundays, holidays, or in excess of eight (8) hours in any one day shall be paid for at the rate of two (2) times the regular hourly wage scale set forth in Article 7.

Section 7: If requested by management to work a shift outside of the normal scheduled shift, the employee will receive a shift differential of \$2.00 per hour over the hourly base wage for the hours worked. Shift differential does not apply in cases of extended shift (either pre-shift or post-shift) or if the employee requests to work outside the normal shift. Employees will be notified one (1) week in advance by management to any changes made to the normal work schedule.

ARTICLE 14 – HOLIDAYS

Section 1: All employees covered under this Agreement shall be paid a day's pay at their regular hourly rate set forth in Article 7 for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and every day on which a General Election is held throughout the State of Montana.

Section 2: All members of the Bargaining Unit shall be entitled to two (2) days of personal leave each calendar year. Use of such leave is subject to the following limitations: 1) the leave will not accrue from year-to-year if it is not taken, 2) a minimum of forty-eight (48) hours advance notice must be provided to the Employer, and 3) the request must not disrupt the efficient operation of the Employer.

Section 3: Employees who perform work on the above-mentioned holidays shall receive their holiday pay plus two (2) times their regular hourly rate set forth in Article 7.

Section 4: When a holiday falls on a Saturday, the previous Friday shall be considered the holiday (except for those on continuous operation).

Section 5: When a holiday falls on a Sunday, the following Monday shall be considered the holiday.

Section 6: Holidays are to be celebrated on the calendar day they fall on for all employees working on continuous operation.

ARTICLE 15 – VACATION

Section 1: Permanent, full-time employees shall earn vacation leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Vacation leave credits earned shall be credited at the end of each pay period; however, employees are not entitled to vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Section 2: Permanent, part-time employees are entitled to prorated vacation leave credits; however, they are not entitled to vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Section 3: Seasonal employees shall earn vacation leave credits; however, they are not entitled to vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service.

Section 4: Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and a temporary employee who is employed continuously for six (6) months or more may earn leave credits for the immediate term of temporary employment.

Section 5: Employees may not accrue vacation leave credits while in a leave-without-pay status exceeding fifteen (15) working days.

Section 6: Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years in an employee's employment with any agency whether the employment is continuous or not:

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

Covered employees on the payroll April 1, 2003 who are receiving time served in the military toward the vacation leave credit provided for in this section outside of the provisions of 2-18-614, MCA shall continue to receive such credits. Covered employees who petition for such credit after April 1, 2003 shall not have military time credited as provided above.

Section 7: Except as provided in Section 10, vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess accrued.

Section 8: An employee who terminates his employment for a reason not reflecting discredit on the employee is entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the six (6) month qualifying period.

Section 9: If an employee transfers between agencies of the same jurisdiction, cash compensation is not paid for unused vacation leave. In such a transfer, the accrued vacation credits transfer with the employee and the receiving agency assumes the liability.

Section 10: It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under Section 7 and the employing agency denies the request, the excess vacation leave is not forfeited, and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under Section 7.

Section 11: If a holiday occurs during the period in which vacation is taken, the holiday(s) shall not be charged against the employee's vacation leave.

Section 12: In the event of death of an employee, unused accrued vacation credits shall be paid to the employee's heirs at the employee's then current rate of pay.

Section 13: The Employer shall maintain records of vacation leave allowances and shall schedule vacation leave with particular regard to the seniority of employees in accordance with operating requirements, and insofar as possible, with the written request of the employee. Vacation time may be taken as required by the employee and concurred in by the Supervisor.

Section 14: Leave of absence without pay may be used to extend regular vacation with prior approval of the Employer.

Section 15: All employees covered under this contract shall be entitled to the following: 1) employees may split vacations; 2) vacation pay shall be paid before the start of the vacation if said pay is requested by the employee in writing to the Payroll Office at least seven (7) days prior to the start of the vacation; 3) department seniority shall govern vacation selection; and 4) one-third (1/3) of the employees in each department may select the same vacation period.

ARTICLE 16 – SICK LEAVE

Section 1: Permanent, full-time employees shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40) hours shall equal one (1) year. Sick leave credits earned shall be credited at the end of each pay period; however, employees are not entitled to sick leave with pay until they have been continuously employed for a period of ninety (90) calendar days. Sick leave credits shall be earned at the rate of twelve (12) days each calendar year without restriction as to the number of days that may be accumulated.

Section 2: Permanent, part-time employees are entitled to prorated sick leave credits; however, they are not entitled to sick leave with pay until they have been continuously employed for a period of ninety (90) calendar days.

Section 3: Seasonal employees shall earn sick leave credits; however, they are not entitled to sick leave with pay until they have been continuously employed for a period of ninety (90) calendar days. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service.

Section 4: Full-time, temporary employees are entitled to earn sick leave credits; however, they are not entitled to sick leave without pay until they have been continuously employed for a period of ninety (90) calendar days.

Section 5: An employee may not accrue sick leave credits while in a leave-without-pay status exceeding fifteen (15) working days.

Section 6: Employees may participate in the Butte-Silver Bow Sick Leave Donation Policy (Policy 321) which allows employees who have exhausted all leave benefits to access a pool of

sick leave hours. The program is strictly voluntary and employees electing to participate must adhere to the requirements set forth in this policy.

Section 7: An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accrued sick leave. The pay attributed to the accrued sick leave shall be computed on the basis of the employee's wage at the time he terminates his employment with the state, county, or city. If an employee transfers between agencies of the same jurisdiction, cash compensation is not paid. In such a transfer, the accrued sick leave credits transfer with the employee and the receiving agency assumes the liability.

Section 8: An employee of the State, or any county or city thereof, who received a lump-sum payment pursuant to this Agreement and who is again employed by the State or any county or city thereof, shall not be credited with any sick leave for which he has previously been compensated.

Section 9: Absence from employment by reason of illness shall not be charged against vacation leave credits unless approved by the employee.

Section 10: The Employer may require proof of illness in cases of excessive use of sick leave.

Section 11: When urgently needed to care for a member of employee's immediate family who is ill, not more than three (3) days are granted at one time.

Section 12: When there is a death in the immediate family, five (5) days of sick leave may be granted. Immediate family shall mean persons related by blood or marriage in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, and grandchild, and spouse's grandparent, parent, brother, and sister.

Section 13: Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment.

ARTICLE 17 – SAFETY

Section 1: The employer shall at all times provide safe tools, materials, and equipment, as well as safe working conditions. If at any time, in the opinion of an employee, shop steward, or Business Representative, such tools, materials, equipment, or working conditions are unsafe and constitute a hazard to health or physical safety, the employee shall not be required to work with tools, materials, and equipment or under such condition unless or until they are made safe and approved by the Union or its authorized agent. No employee shall be dismissed or otherwise disciplined for refusal to perform work with such unsafe tools, materials, or equipment, or under such unsafe working conditions.

ARTICLE 18 – SHOP STEWARD

Section 1: The Union Business Representative shall have the right to appoint one of the employees as Shop Steward.

Section 2: The duties of the Shop Steward shall be as follows:

- a. To ensure provisions of this Agreement are observed.
- b. To receive and endeavor to adjust at the first step, all grievances which may be submitted to him.

Section 3: The Shop Steward shall be allowed sufficient and reasonable time during regular working hours to carry on any activities necessary to discharge their duties. They shall have authority to check identification of men employed on the job or in the shop, and check all equipment and rigging to assure that it is safe and in proper working condition. The Employer shall not dismiss or otherwise discipline any employee for making a complaint to the Steward or giving evidence with respect to an alleged violation of this Agreement. The Shop Steward shall have top seniority on the job which he is assigned, as long as he remains in the position of the Steward. The Shop Steward may be relieved of his duties at any time at the discretion of the Union's Business Representative.

ARTICLE 19 – ACCESS TO JOBS

Section 1: The Employer agrees that the International Representative and the Local Representative of the Union shall have access to all jobs of the Employer, so long as in the judgement of the Employer, it does not disrupt the normal Butte-Silver Bow operations and permission is first received from the Employer to do so.

ARTICLE 20 – NO WORK STOPPAGE

Section 1: No strikes, work stoppages, slowdowns, or picketing for any reason will be recognized, incited, or supported by the employees or the Union. There shall be no lockouts by the Employer.

Section 2: Due to the critical importance and necessity of insuring continuing maintenance, the Union and the employees covered under the terms and conditions of this Agreement shall man their jobs regardless of actions or conditions which may be taken or exist by others not a party to this Agreement.

ARTICLE 21 – GRIEVANCE PROCEDURE

A grievance may be filed at any time by a union representative acting on behalf of the Union, an employee, or a group of employees. A "grievance" may involve any dispute concerning the interpretation and/or application of provisions set forth in the collective bargaining agreement, including past practices and customs of the parties that are a product of joint understanding.

For purposes of this Article, working days means Monday through Friday, excluding weekends and holidays.

In the event a dispute arises, the following steps shall be invoked by the Union in pursuit of the claim:

Step One: The Union shall, within ten (10) working days after the occurrence that results in the complaint, or within ten (10) working days after the discovery of the fact of its occurrence, file a written grievance that describes in general terms the nature of the occurrence, the manner in which the Employer allegedly violated the collective bargaining agreement, custom, or practice of the parties, and describes the nature of the remedy sought. A copy of the grievance must be delivered to the employee's department head and the Human Resources Office.

Step Two: Within ten (10) working days of receipt of a grievance, or at such other time as the parties may mutually agree, the Department Head shall meet with the employee and their Union Representative to attempt to resolve the grievance. If the grievance has not been resolved within ten (10) working days following such a meeting, or within twenty (20) working days following the date of the grievance if no such meeting has occurred or been scheduled, then the Union may proceed to submit the matter to arbitration under the procedures set forth below. Notwithstanding any provision set forth herein or elsewhere in this Article, the parties may, at any time, agree mutually to extend any time limit or time frame set forth.

Step Three: If the parties cannot agree upon a settlement of a grievance, the Union may, within thirty (30) calendar days following notice to the Employer that it intends to seek arbitration, submit the matter for final and binding arbitration. The aggrieved party shall request the Federal Mediation and Conciliation Service to provide the parties with a panel of seven (7) arbitrators from which the arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The arbitration proceeding shall be conducted within forty-five (45) days after the arbitrator is selected, unless the selected arbitrator is unavailable. The decision of the neutral arbitrator shall be final and binding upon both parties. The costs of any such arbitration proceeding shall be paid 25% by the prevailing party and 75% by the unsuccessful party to the grievance, except that each party shall pay the cost for any witnesses they may call at a hearing (except for employees of the Employer who are "on-the-clock" during any such proceeding), counsel fees (which shall be borne by the party employing such counsel), and stenographic fees (which shall be borne by the party ordering a copy of the transcript, if any). The arbitrator shall have no power to alter, modify, or change any provision in the collective bargaining agreement and his/her powers shall further be limited to an interpretation(s) of the agreement, a determination of the specific matter presented in the grievance, and a decision that shall state an appropriate remedy in relation to that grievance.

ARTICLE 22 – GENERAL SAVINGS CLAUSE

Section 1: If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement for such Article or Section within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse support of its demand notwithstanding any provision in this Agreement to the Contrary.

ARTICLE 23 – RIGHTS OF MANAGEMENT

Section 1: Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- a. Directing employees in a professional manner;
- b. Hiring, promoting, transferring, assigning, and retaining employees;
- c. Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- d. Maintaining the efficiency of government operations;
- e. Determining the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f. Taking whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and
- g. Establishing the methods and processes by which work is performed.

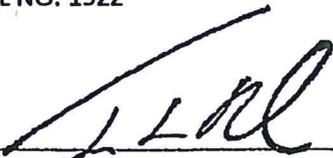
ARTICLE 24 – DURATION

Section 1: This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021, and shall continue for one year, unless written notice of desire to cancel or terminate the agreement is served by either party upon the other not less than sixty (60) and not more than ninety (90) days prior to June 30, 2021, or June 30th of any subsequent contract year.

Section 2: Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice not less than sixty (60) and not more than ninety (90) days prior to June 30, 2021, or June 30 of any subsequent contract year, advising that such party desires to revise or change the terms or conditions of such Agreement. The respective parties shall be permitted all legal or economic resource to support their requests for revisions if the parties fail to agree thereon. Nothing herein shall preclude the parties from making revisions or changes in this Agreement, by mutual consent, at any time during its term.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 14th day of August, 2019 to be effective as of July 1, 2018, except as to those provisions where it has been otherwise agreed between the parties.

FOR INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, DISTRICT COUNCIL 82,
LOCAL NO. 1922



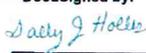
Terry L. Nelson, Business Manager
Secretary-Treasurer

FOR CITY-COUNTY OF BUTTE-SILVER BOW,
MONTANA

DocuSigned by:


Dave Palmer, Chief Executive

ATTEST:

DocuSigned by:


Sally J. Hollis Clerk & Recorder