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City-County of Butte-Silver Bow, Montana

and

The Laborers' International Union of North America, Local No. 1686 (Detention Center Cooks)

July 1, 2019 – June 30, 2021

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the City-County of Butte-Silver Bow, Montana, hereinafter referred to as the "Employer", and LIUNA, Local No. 1686, hereinafter referred to as the "Union", representing employees within the category of Detention Center Cook Attendants, hereinafter referred to as the "Employee".

WHEREAS, the parties hereto have reached an agreement concerning the standards of hours of labor, scales of wages, and other terms and conditions of employment as a result of collective bargaining; and

WHEREAS, the parties hereto recognize the necessity of entering into an agreement for the purpose of facilitating a peaceful adjustment of differences which may arise from time-to-time;

NOW, THEREFORE, in consideration of the mutual benefits to the respective parties, it is agreed as follows:

ARTICLE 1 -- DEFINITIONS

a. The term "employee" and "employees" as used in this Agreement, except where the Agreement clearly indicates otherwise, shall mean only an employee or employees within the bargaining unit described in Article 2. Said employees shall be deemed full-time if the normal schedule of work is forty (40) hours per calendar week and part-time if the normal schedule of work is less than forty (40) hours per calendar week.

b. The term "seniority" shall mean the length of continuous service with Employer.

c. The term "length of continuous service" means uninterrupted employment, but includes layoffs and other periods of absence authorized by and consistent with the Agreement except as limited in Article 11, Section 3 of this Agreement.

d. Whenever used in this Agreement, each singular number or terms shall include the plural, and the plural the singular, and the use of gender shall include all genders.

ARTICLE 2 -- RECOGNITION

Section 1: The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of

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employment for all Detention Center Cook Attendants employed by the Employer, with the exception of management officials, supervisory employees, or confidential employees as defined by the Act 39-31-103, MCA.

Section 2: In order to ensure tranquility within the bargaining units, it is agreed that the Employer shall not enter into any agreement or negotiations regarding wages, hours, terms, or conditions of employment within the Bargaining Unit without the authorization of the Agent or Agents of the Unit. This shall not, however, restrict the Employer from or otherwise providing for management consulting services, time studies, or any other action designed to enhance or promote better services, manpower utilization, more efficient business methods, or the promotion of general welfare of the citizens or employees alike.

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 1: Butte-Silver Bow reserves and retains all of its normal and inherent rights with respect to the management of the government pursuant to Section 39-31-303, MCA including, but not limited to the following:

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

Section 2: Except as otherwise expressly and specifically provided for in this Agreement or by past practice, the Employer shall manage the business and direct the work force.

Section 3: Nothing in Section 1 shall be construed to prevent the filing of a grievance in accordance with specific provisions covered elsewhere within this Agreement.

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ARTICLE 4 -- LABORER'S RIGHTS

Section 1: The Employer agrees to provide a bulletin board, sufficient in size, to accommodate the needs of the Union. Such bulletin board will be located in a place normally requested by all employees for the purpose of posting notices or other written materials that have to do with the conduct of union business. In addition, it is mutually agreed that personal notices concerning items for sale, rent, or trade shall not be posted.

Section 2: The internal business of the Union shall be conducted by the employees during their non-duty hours. It is agreed, however, that when said business is of mutual benefit to the Employer and the employees, said business shall be conducted on the Employer's time. Said business shall include, but not be limited to training or workshops, grievance administration, joint employee-employer committees, and contract negotiations or modifications. In the case of contract negotiations or modifications, it is mutually agreed that only members of the bargaining team shall be excused under the terms of this section.

Section 3: The Employer recognizes the right of the respective employees to appoint or otherwise designate a spokesperson or steward. Said right shall be restricted, however, to one person of the Bargaining Unit. The designated individual shall be granted a reasonable amount of time, to be mutually agreed upon, for the administration of his/her office.

Section 4: The Employer shall permit an authorized representative of the Union to visit the work area of the employees during working hours and confer on employment relations matters, so long as in the judgment of the Employer, it does not disrupt the normal Employer operations and permission is first received from the Employer to do so.

Section 5: The Union or committees of said individuals shall be allowed the use of meeting space within Government buildings when such place is available and said meetings would not disrupt the work activities of the Employer.

Section 6: The employees shall be provided payroll deductions at no cost for any and all items covered by this Agreement and for additional items not covered by this document by mutual agreement. Such deductions shall be on a voluntary basis on a form provided by the Employer with the exception that the Union dues shall be a mandatory deduction. The Union agrees to indemnify, defend, and hold the Employer harmless against any claims, demands, suits, or other forms of liability that shall arise out of or as a result from any actions taken by the Employer for the purposes of complying with this section.

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ARTICLE 5 -- NO STRIKE, NO LOCKOUT GUARANTEE

Section 1: Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, support, encourage, or condone, nor shall any employee or employees, directly or indirectly, take part in any actions against or any interference with the operations of the Employer such as a strike, work stoppage, sit-in, stay-in, slow-down, curtailment of work, restriction of production, "blue flu", or any picketing, patrolling, or demonstration at any location whatsoever during the term of this Agreement and its continuing obligation.

Section 2: In the event of any such action or interference, as described in Section 1 above, and on notice from the Employer, the Union without delay shall take whatever affirmative action as is necessary and within its authority and power to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge.

Section 3: Under no circumstances shall the Employer, its officials, or agents directly or indirectly cause, instigate, support, encourage, or condone any action that would result in a lock-out or a deliberate reduction in work. Nothing within this section shall limit or restrict the Employer, however, in reducing the amount of work as a result of adverse economic development or changes in Federal and State regulations.

Section 4: In the event of any such action as described in Section 3 above, and on notice from the Union, the Employer, without delay, shall take whatever affirmative action as is necessary and within its authority and power to prevent and bring about the termination of such action. Such affirmative action shall include the immediate issuing of instructions by those, by virtue of their decision making power, in a position of authority, to cease the action and inform the subordinate of this Agreement and, if necessary, discipline and/or discharge the subordinate causing the offending action.

Section 5: Nothing herein shall preclude the Employer or the Union from seeking legal or other redress from the individual or individuals who have caused damage or loss under the terms of this Article. Said redress may include monetary and/or punitive damages together with costs of suit.

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ARTICLE 6 -- NON-DISCRIMINATION

Section 1: The Employer will not discriminate against an employee or applicant for employment based on the actual or perceived race, color, religion, national origin, creed, gender, gender identity, sexual orientation, marital status, veteran/military status, genetic history, political belief, age, or disability (as defined by the Americans with Disabilities Act and ADA Amendments Act) of the individual.

This policy applies to all terms, conditions, and privileges of employment and all policies of the City-County of Butte-Silver Bow.

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, direct threat to health and safety, or other job-related consideration exists.

Section 3: No member of the bargaining unit shall be discriminated against as a result of Union membership or participation in lawful Union activities. The Employer agrees not to interfere with, restrain, or coerce employees in the exercise of their collective bargaining rights.

ARTICLE 7 -- UNION SECURITY

Section 1: Pursuant to MCA 39-31-203, upon written authorization of any public employee within a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative.

ARTICLE 8 -- DUES CHECK OFF

Section 1: During the life of this Agreement and to the extent the laws of the State of Montana permit, the Employer will deduct periodic dues from the pay of each employee. The cost of said deduction shall be borne by the Employer.

Section 2: Payroll deductions shall be made only from the pay due employees on the last payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless the amount of the monthly membership dues certified by the financial secretary of the Union has been delivered to the Employer at least thirty (30) calendar days prior to the last payday of the calendar month. Changes in the amount of the monthly

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membership dues must be delivered to the Employer at least thirty (30) calendar days to the last payday of the calendar month before the change will become effective.

Section 3: All sums deducted by the Employer shall be remitted to the financial secretary of the Union, at an address given to the Employer by the Union, once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made together with a list of names and the amount deducted for each employee for whom a deduction was made.

Section 4: The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting the actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claim, demands, suits, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

ARTICLE 9 -- JOB POSTING AND PROMOTIONAL OPPORTUNITIES

Section 1: Whenever a vacancy, promotion, or newly created position occurs, the Employer shall prepare a job posting notice and post such notice at designated sites at the work place. A copy of the notice shall be sent to the local Union.

Section 2: Job posting notices shall be posted for a least five (5) normal working days. Such notices shall include a general statement of principal job duties, minimum qualifications, and salary range, and shall state where interested employees are to make application and the cut-off date for application submittal.

Section 3: Position openings will be filled by promoting from within the bargaining unit whenever possible. It is understood by the parties of this Agreement that members of the bargaining unit shall be given first consideration for hiring in position vacancies and newly created positions, if in the judgment of the hiring authority, the applicant possesses the qualifications, capabilities, work experience, and past work performance necessary to perform the duties of the position. When two or more candidates meet the qualifications for the position, seniority shall be the determining factor when the job is awarded. Upon request, the unsuccessful, in-house applicant shall be given a statement of the reasons why he/she was not hired for the position.

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ARTICLE 10 -- JOB SECURITY

Section 1: Every employee shall be considered as a probationary employee for their first six (6) months of continuous service after which their seniority shall date back to their date of hire. Periods of absence from work shall not be counted towards completion of the probationary period.

Section 2: The probationary period shall be utilized for the most effective adjustment of a new employee and for the dismissal of any employee whose performance does not, in the judgment of the Employer, meet the required standards of performance.

Section 3: There shall be no seniority among probationary employees and they may be laid off or discharged at the discretion of the Employer.

ARTICLE 11 -- SENIORITY

Section 1: The Employer shall prepare and maintain a seniority list, which shows the name, title, and seniority for all non-probationary employees. The Union or its authorized representative(s) shall be given a copy of said list and any changes thereto within five (5) working days of knowledge of the changes by the Employer.

Section 2: The said list, and any changes thereafter, shall be deemed correct as to an employee's seniority dates unless said employee or the Union notifies the Employer to the contrary in writing. The Employer may rely on the date it deems correct until such time as the question is resolved. The seniority list, and changes thereafter, shall be posted upon the employee bulletin board.

Section 3:

a. An employee shall lose status as an employee and seniority if:

   1) An employee resigns or quits.

   2) The employee is discharged or terminated, unless such discharge or termination is reversed through the grievance or arbitration process.

   3) The employee retires or is on layoff for a period of twelve months or more.

   4) The employee does not return to work from a layoff within three (3) calendar days after being notified to return.

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5) The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

b. During authorized leave of absence, seniority will be maintained as long as the employee is in good standing with the Union.

Section 4: The employer shall recognize all original hiring dates of the Detention Center Cook Attendants with the LIUNA Local No. 1686.

ARTICLE 12 -- LAYOFF AND RECALL PROCEDURES

Section 1: When an employee is laid off, the following procedure shall apply:

a. Layoffs shall be by seniority.

b. Probationary employees shall be laid off first.

c. Then the employee with the least seniority shall be laid off, provided that the employees remaining have the ability to perform the work available.

Section 2: The reverse application of the layoff procedure shall be used when a senior employee is to be recalled to work from layoff conditioned upon said employee's ability to perform competently the work available.

ARTICLE 13 -- WORKING CONDITIONS

Section 1: A regular workday shall consist of eight (8) hours of work and shall include two fifteen (15) minute rest breaks. Forty hours (40) shall constitute a regular work week.

Section 2: A one hour, duty-free meal break shall be scheduled to commence no more than one hour from the scheduled mid-point of the working day.

Section 3: With management approval, an employee may designate a flexible work schedule, provided that the total work week does not exceed forty (40) hours.

Section 4: If an employee is called back to work on a scheduled or unscheduled work day off, the call back shall be for a minimum of two (2) hours. All call back time shall be compensated at one and one-half (1-½) times the regular wage schedule. If an employee is on

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shift and required to stay, the time shall be compensated at one and one-half (1-½) times the regular wage schedule and the time shall be counted as overtime, for the purpose of not disrupting the regular scheduled work week.

Section 5: Employees shall not be required to perform duties unrelated to their job descriptions.

ARTICLE 14 -- WAGES

Section 1: The hourly wage for the position of Detention Center Cook Attendant shall be:

July 1, 2019 -- $13.89/hour
July 1, 2020 -- $14.17/hour

Section 2: Employees working between the hours of 10:00 a.m. and 7:00 p.m. shall receive an additional forty cents ($0.40)/hour for hours worked.

Section 3: When training a new employee, Detention Center Cook Attendants shall receive an additional fifty-two cents ($0.52)/hour for each hour spent training.

Section 4: Butte-Silver Bow will pay training costs for Serve Safe Certification for all members of this bargaining unit. Upon successful completion of the Serve Safe Certification class, bargaining unit members will receive $250, to be paid every two years upon the renewal of the certification by Butte-Silver Bow.

ARTICLE 15 -- LONGEVITY

Effective July 1, 2019, all members covered by this Agreement will be paid longevity compensation at $75.00 per year times their years of service under the jurisdiction of Local No. 1686 (Detention Center Cooks). The compensation will begin upon completion of the employee's first anniversary and will be paid annually on the first payday following the employee's anniversary. Part-time employees are entitled to longevity on a prorated basis.

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ARTICLE 16 -- OVERTIME

Section 1: Eight (8) hours of work shall constitute a regular workday and forty (40) hours shall constitute a regular workweek for full-time employees. However, nothing contained herein shall be construed to interfere with Article 3, Management Rights.

Section 2: Work performed in excess of eight (8) hours in a regular workday and forty (40) hours in a regular workweek shall be paid at the rate of one and one-half (1-½) times the regular hourly rate. With the prior approval of his/her immediate supervisor, an employee may receive time off at a rate of one and one-half (1-½) times for each hour worked over eight (8) hours in a regular workday in lieu of overtime pay.

Section 3: The Employer shall maintain a record of all overtime worked and shall make the record available to any employee upon request.

Section 4: All compensatory time-off shall be taken at a time mutually agreeable to the employee and the Employer.

Section 5: Accumulation of compensatory time and cash out of such time shall be governed in compliance with the Fair Labor Standards Act.

ARTICLE 17 -- GRIEVANCE PROCEDURE

Section 1: The term "Grievance" is defined as any controversy or dispute between the parties or between the Employer and the employees covered by this Agreement as to any matter involving the interpretation, application, or violation of any provision of this Agreement or discharge of an employee.

Section 2:

Step 1: Any dispute that may arise must be presented in writing to the employee's immediate supervisor by the employee or along with the Union Representative within ten (10) working days of the incident or the discovery of the fact of its occurrence. Within five (5) working days of receipt of such dispute, the immediate supervisor shall advise the employee and the Union Representative of his/her decision in writing.

Step 2: If the parties fail to resolve the dispute in Step 1, the issue may be appealed in writing to the Department Head or his/her representative within five (5) working days of the

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supervisor's decision in Step 1. Within five (5) working days of receipt of such appeal, the grievance shall be considered at a meeting of the Union Committee with the Department Head.

The Department Head shall notify the Union, in writing, of a decision within five (5) working days after the conclusion of the meeting. Should a grievance be denied in any of the steps of the grievance procedure, an explanation will be given as to why the grievance was denied.

Step 3: If the parties fail to resolve the dispute in Step 2, the issue may be appealed in writing to the Chief Executive or his/her representative within five (5) working days of the Department Head's decision in Step 2. Within five (5) working days of receipt of such appeal, the grievance shall be considered at a meeting of the Union Committee with the Chief Executive and members of his committee.

Step 4: If the grievance cannot be resolved at Step 3 it shall be submitted to a joint committee consisting of two (2) members to be selected by the Employer and two (2) members to be selected by the Union. All issues referred to this committee shall be established by the committee. The decision of the committee shall be binding on all parties. In the event the committee cannot reach a decision, the grievance may be submitted to arbitration.

Step 5: If a satisfactory settlement is not reached in Step 4, the Union may, within ten (10) working days of notification of the 2-on-2 committee decision, refer the grievance to arbitration by giving written notice to the Employer.

a. The Union shall specify the exact question or questions to be arbitrated. The parties will use the facilities of the State of Montana Board of Personnel Appeals. The arbitration hearing shall be conducted within forty-five (45) days after the arbitrator is selected, unless the selected arbitrator is unavailable. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding on both parties.

b. The fees and expenses of the arbitrator shall be shared equally by the parties.

c. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of the Agreement.

Section 3: Time limits as defined in this Article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and holidays are not considered working days.

Failure to abide by the specific time limits provided in the grievance procedure by either the Employer or the Union, at any step unless mutually agreed otherwise in writing, shall automatically result in the position of the party violating such time limits, being considered as null and void and the position of the opposite party being fully upheld.

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ARTICLE 18 -- HOLIDAYS

Section 1: All members of the Union shall be paid a day's pay at their regular hourly rate set forth in Article 14, for the following holidays:

a. New Year's Day, January 1
b. Martin Luther King Day, the third Monday in January
c. President's Day, the third Monday in February
d. St. Patrick's Day, March 17
e. Memorial Day, the last Monday in May
f. Independence Day, July 4
g. Labor Day, the first Monday in September
h. Veteran's Day, November 11
i. Thanksgiving Day, the fourth Thursday in November
j. Christmas Day, December 25
k. State General Election Day

Section 2: Employees who perform work on any of the above-mentioned holidays, shall receive their regular salary plus an additional one and one-half (1-½) day's salary.

Section 3: Holidays are celebrated on the calendar day they fall on for all employees working on a continuous operation.

Section 4: To be eligible for holiday pay, an employee must be in a pay status the last regularly scheduled working day before and after the holiday.

ARTICLE 19 -- VACATION

Section 1: Permanent, full-time employees shall earn annual 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 use vacation credits until they have been continuously employed for a period of six (6) calendar months.

Section 2: Seasonal employees shall earn vacation credits; however, such persons must be employed six (6) qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break-in-service.

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Section 3: Permanent, part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

Section 4: An employee may not accrue annual vacation leave credits while in a leave-without-pay status exceeding 15 working days.

Section 5: Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with an agency whether the employment is continuous or not:

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

Section 6: Except as provided in Section 9, annual vacation leave may be accumulated to a total not to exceed two 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 90 calendar days from the last day of the calendar year in which the excess was accrued.

Section 7: An employee who terminates employment for reasons not reflecting discredit is entitled upon the date of such termination to cash compensation for unused vacation leave, assuming the employee has worked the qualifying period set in Section 1.

Section 8: If an employee transfers between agencies of the same jurisdiction, cash compensation may not be paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Section 9: 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 6 and the employing agency denies the request, the excess vacation leave shall not be 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 6.

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Section 10: If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

Section 11: In the event of death of any employee, unused accrued vacation time shall be paid the employee's heir(s) at the then current rate of pay.

Section 12: The Employer shall keep 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.

Section 13: Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer.

Section 14: All members of the Union shall be entitled to the following terms:

a. Employees may split vacation.

b. Vacation dates shall be mutually agreeable to Employer and Employee. Vacation shall begin on the first day of the week; however, casual vacation days may be granted and while every effort will be made to accommodate the desires of employees, the right to schedule casual days will remain with the Employer and requests may be denied on the basis of the Employer's operating requirements.

c. Vacation pay shall be paid before the start of the vacation if it is requested in writing to the Payroll Clerk at least seven (7) days prior to the start of the vacation.

d. Seniority shall govern vacation selection.

e. Employees may extend vacation time to December 31st in the event of inability to take vacation time due to staff shortages, rather than risk forfeiture.

ARTICLE 20 -- 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 shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to use sick leave credits until they have been continuously employed for a period of 90 days.

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Section 2: An employee may not accrue sick leave credits while in a leave-without-pay status exceeding 15 working days.

Section 3: Permanent, part-time employees are entitled to prorated sick leave benefits if they have worked the qualifying period.

Section 4: Full-time, temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 5: An employee who terminates his/her employment with the State, or any county or city thereof, is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his/her accumulated sick leave. The pay attributed to his/her accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the sick leave credits are paid. Accrual of sick leave credits for calculating the lump sum payment provided for in this subsection begins July 1, 1971 and the payment therefore shall be the responsibility of the State, or any county or city thereof, wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he/she has accrued prior to July 1, 1971. However, when an employee transfers between agencies within the same State, county, or city jurisdiction, he/she shall not be entitled to a lump-sum payment. In such a transfer, the receiving agency shall assume the liability for the accrued sick leave earned after July 1, 1971 and transferred with the employee.

Section 6: 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/she has previously been compensated.

Section 7: Employees will not accrue sick leave during a leave of absence without pay that exceeds fifteen (15) calendar days.

Section 8: Absence from employment by reason of illness shall not be charged against unused vacation leave credits unless approved by the employee.

Section 9: The Employer may require proof of illness in cases of excessive use of sick leave.

Section 10: Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this Article.

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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.

Section 13: Immediate family shall mean only persons related by blood or marriage in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, grandchild, and spouse's parents, brothers, sisters, or grandparents.

Section 14: 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 21 -- PERSONAL LEAVE

Section 1: Upon completion of the probationary period, the members of the Bargaining Unit shall be entitled to two (2) days personal leave each calendar year subject to the following:

a. if not taken, the leave will not carryover from year-to-year unless the Employer denies the request or there is not adequate staff to allow time off;

b. if unused personal time is carried over to the next year and the employee is unable to use it by June 1st, the employee shall be allowed to cash out that portion;

c. a minimum of seventy two (72) hours advance notice must be provided to the Employer; and

d. the request must not disrupt the efficient operation of the employer.

Section 2: In the event that more employees request personal leave than can be spared on a particular day, approval of leave shall be made on the basis of seniority.

ARTICLE 22 -- PROFESSIONAL LEAVE

Members of the Bargaining Unit shall be allowed up to three (3) days paid leave to attend workshops, seminars, and other job-related meetings, provided they do not interfere with the

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efficient operation of the department. Attendance at such must be for the mutual benefit of the Employer and employee, and request for such leave must be submitted to the Employer at least twenty (20) working days in advance of the scheduled activity.

ARTICLE 23 -- PAYDAY

Section 1: 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, checks will be issued on the preceding business day. For the purpose of this Article, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

Section 2: Accrued vacation and sick leave earned by employees shall be shown on each check stub each pay period.

Section 3: It is understood that each employee shall fill out his or her own time card.

ARTICLE 24 -- JURY DUTY

Service as a juror:

a. Each employee who is under a proper juror summons shall collect all fees and allowances payable as a result of the service and forward to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his/her Employer. If an employee elects to charge his/her jury duty time off against his/her annual leave, he/she shall not be required to remit the jury fees to his/her Employer. In no instance is an employee required to remit to his/her Employer any expense or mileage allowance paid by the court.

b. The Employer may request the court to excuse an employee from jury duty if they are needed for the proper operation of the Detention Center.

Service as a witness:

a. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his/her Employer. If an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit the witness fees to his/her Employer. In no instance is an

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employee required to remit to his/her Employer any expense or mileage allowance paid by the court.

ARTICLE 25 -- CONTRACTING

It is the intent of the parties to preserve the work and job opportunities to the employees covered by this Agreement. The Employer will make every reasonable effort to retain employees covered herein, and will disclose to the Union thirty (30) days prior to any subcontracting arrangements for services which might affect the employees normally subject to the terms of this Agreement. The parties understand and agree that decisions regarding the subcontracting out of work by the Employer are within the Employer's management prerogatives.

ARTICLE 26 -- MISCELLANEOUS

The employer shall provide the employee $175/year paid annually on December 10th for the purchase of work clothing. In addition to the clothing allowance, Butte-Silver Bow will provide up to three (3) shirts per year and rubber wash boots, as needed, at the discretion of the Detention Center Supervisor.

ARTICLE 27 -- GROUP INSURANCE PLAN

Section 1: Effective July 1, 2013, the Employer will maintain the employer contributions on behalf of the employees of this bargaining unit the same as that paid by the Employer on behalf of non-union/management employees for the term of the agreement. The Employer's contribution includes an additional $30/month for each year of the contract (July 1, 2019 and July 1, 2020), which may not be deferred to any other area (i.e., wages, pension, etc.).

Section 2: It is agreed and understood that if the total cost of the premium is less than the Employer's contribution, the difference shall not be deferred to wages, pension, and/or fringe benefits.

Section 3: The Employer will pay its contribution for less than full-time bargaining unit members as follows:

a. 75% time or above -- 100% of the employer contribution
b. 50% time to 74% time -- 75% of the employer contribution

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c. Below 50% -- 50% of the employer contribution

ARTICLE 28 -- SAFETY

Section 1: The Employer shall provide, for the safety of the employees during the hours of their employment, the proper equipment, wearing apparel, or appendages that would protect employee from a hazardous situation or environment.

Section 2: The Employer shall provide Hepatitis vaccinations to all employees.

ARTICLE 29 -- LABOR MANAGEMENT COMMITTEE

The parties to this Agreement agree to form a Labor Management Committee composed of two members, each representing the Employer and the Union. The Committee shall be authorized to meet and discuss issues of mutual concern to the parties, and to make recommendations thereon. The Committee, however, shall have no power to alter, amend, or in any other way modify the terms of this Agreement or the Personnel Policies of the Employer. The Committee shall specifically review and make recommendations on health and safety policies of the Employer. The Committee shall be called upon by the Union as needed, and shall provide a report of the meetings, which must be agreed upon by a majority of the members and distributed to the employees of the Employer.

ARTICLE 30 -- SEVERABILITY

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Either party may seek to renegotiate a substitute provision for the provision declared invalid.

ARTICLE 31 -- TERM OF AGREEMENT

Two-year agreement: July 1, 2019 through June 30, 2021.

ARTICLE 32 -- ENTIRE AGREEMENT

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item except by mutual agreement or as provided for in Articles 30 and 31, whether contained or not herein, during the life of this Agreement.

THE PARTIES TO THIS AGREEMENT also agree to the following:

a. The terms and conditions of this Agreement are retroactive to July 1, 2019 and all wage and benefit payments shall be paid retroactive to that date.

b. All dates not directly affected by this Agreement will be brought forward, if necessary.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Butte-Silver Bow, Montana the 21 day of August, 2019.

FOR LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 1686

BY: Kim Rickard

Kim Rickard, Business Manager

FOR CITY-COUNTY OF BUTTE-SILVER BOW, MONTANA

DocuSigned by:

BY: Dave Palmer

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Dave Palmer, Chief Executive

ATTEST:

DocuSigned by:

Sally J Hollis

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Sally Hollis Clerk & Recorder