



City-County of
Butte-Silver Bow, Montana
and
Silver Bow Butte Machinists,
Local Union No. 88,
International Association of Machinists
and Aerospace Workers

June 1, 2019 – May 31, 2022

TABLE OF CONTENTS

Article 1 – Jurisdiction----- 1

Article 2 – Union Security and Dues Checkoff ----- 1

Article 3 – Savings Clause ----- 2

Article 4 – Subcontracting----- 2

Article 5 – Hours of Work ----- 2

Article 6 – Overtime ----- 2

Article 7 – Reporting and Call Out----- 3

Article 8 – Wages and Classification ----- 3

Article 9 – Longevity----- 3

Article 10 – Apprenticeship/Machinist Development Program ----- 4

Article 11 – Shift Differential ----- 5

Article 12 – Discrimination----- 5

Article 13 – Payday ----- 5

Article 14 – General Conditions----- 6

Article 15 – Grievance and Arbitration----- 6

Article 16 – Holidays----- 8

Article 17 – Vacation ----- 8

Article 18 – Sick Leave -----10

Article 19 – Seniority -----11

Article 20 – Health and Welfare -----12

Article 21 – Pension -----12

Article 22 – No Strike, No Lockout -----13

Article 23 – Rights of Management-----14

Article 24 – Probationary Period -----14

Article 25 – Definitions-----14

Article 26 – Term of Agreement-----14

AGREEMENT

THIS AGREEMENT made and entered into this 21 day of August 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 SILVER BOW BUTTE MACHINISTS, LOCAL UNION 88, affiliated with the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AERO SPACE WORKERS (IAM) herein referred to as the "UNION".

WITNESSETH, in consideration of the mutual benefits accruing to and hereafter to accrue to the respective parties, it is agreed as follows:

ARTICLE 1 -- JURISDICTION

Section 1: Machinists' work shall be defined as follows: all erecting, dismantling, assembling, and repairing of machinery on automobiles and motorcycles, trucks, tractors, trailers, semi-trailers, loaders, graders and equipment; this to include all parts of the engine, such as grinding and timing valves, taking up bearings, putting in piston rings, pulling cylinders to clean carbon, and putting in all time gears and chains, and overhauling and installing, cleaning, repairing and adjusting of all ignition, electrical, hydraulic, mechanical and other systems, and adjusting and repairing of drive trains, clutches, control levers, brakes, steering, dumping, lifting systems, all frame and body and fender work, dump boxes, loader buckets, installation of windshields, glass, installing and repair of all air, water, oil and fuel pumps and systems, accessories including radios and heaters. Also all oxyacetylene, electric or thermit welding and cutting except that specifically covered in Section 2, Article 12 and all painting heretofore done. Also making, erecting, assembling, installing, maintaining, repairing or dismantling of all or any parts thereof of all machinery in shops, plants or buildings, outboard motors and any mechanical equipment of whatever description.

Section 2: All work claimed by the Machinists under this Agreement shall be done by a journeyman or apprentice, and all parts that require removal from the car, truck, trailer or equipment to be repaired shall be removed by a journeyman machinist or apprentice; this applies to work being sent to shops where other than members of the Machinists' Union do the work.

ARTICLE 2 -- UNION SECURITY AND DUES CHECK OFF

Section 1: Employees covered by this Agreement may be members of Butte Machinists Union, Local 88, I.A.M. & A.W., in good standing or may choose to become members within thirty (30) days after securing employment.

Section 2: The Employer will maintain a neutral approach to whether Employees choose to join the Union. The Employer, including all 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 3: The employer will continue to honor voluntary authorizations of current and future members to have dues, initiation fees, and reinstatement fees withheld from their paycheck pursuant to the terms of the membership application and check-off authorization form.

Section 4: The Union will provide to the Employer the signed membership application and check-off authorization form as verification that deductions have been authorized by the employee.

Section 5: Deduction of dues shall be made each pay period.

Section 6: The Union agrees to indemnify, and hold the Employer harmless against all 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 purpose of complying with this Article.

ARTICLE 3 -- SAVINGS CLAUSE

Section 1: In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect, and the parties shall meet as soon as possible to renegotiate substitute provisions for those held invalid.

ARTICLE 4 -- SUBCONTRACTING

Section 1: The Employer commits itself to the objective of maintaining full time employment for its permanent employees but reserves the right to contract any and all work. The Employer agrees, however, that contracting of work will be limited to situations of an emergency nature where the general welfare of the public is in imminent danger, or where economies can be realized by the Butte-Silver Bow Government.

Section 2: In the case of probably contracting of work, the Employer agrees to give, at least thirty (30) days prior to contract letting, the Union written notice and will set up a meeting with union officials prior to awarding any contracts.

ARTICLE 5 -- HOURS OF WORK

Section 1: Ten (10) hours shall constitute a day's work and forty (40) hours shall constitute a regular work week between the hours of 6:00 a.m. and 4:30 p.m.

Section 2: The scheduling is to be based on seniority with machinists either working Monday through Thursday or Tuesday through Friday.

Section 3: Vacation day or sick leave day will be paid on ten (10) hour day.

ARTICLE 6 -- OVERTIME

Section 1: All work in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week shall be at the rate of two (2) times the regular hourly rate.

Section 2: Any machinist called out to work after completing a regular day's work shall receive compensation therefore calculated on a minimum basis for four (4) hours of straight time. Employees may refuse overtime with a reasonable excuse.

ARTICLE 7 -- REPORTING AND CALL OUT

Section 1: Any machinist who reports to work shall receive at least four (4) hours pay and no machinist shall be allowed to stay in the shop waiting for work unless he/she is being paid the regular rate. Any regular employee who works the morning shift and starts to work after lunch shall receive not less than four (4) hours pay for the afternoon shift.

Section 2: Any machinist who is called out to work on a specific job shall only be required to work on the job he/she was originally called out for.

ARTICLE 8 -- WAGES AND CLASSIFICATION

Section 1: Effective each year of the contract, the base wage for the Shop Manager and all Journeymen Machinists shall be increased by \$0.75:

Classification	Base Wage Per Hour		
	June 1, 2019	June 1, 2020	June 1, 2021
Journeyman Machinist	\$25.6708	\$26.4208	\$27.1708
Shop Manager	\$32.7395	\$33.4895	\$34.2395
Sub-Foreman	\$2.50/Hour Above Base Wage		
Lead	\$1.00/Hour Above Base Wage		

When an employee is authorized by a superintendent or supervisor to supervise two (2) or more employees when the superintendent or supervisor is not otherwise directing the work, the employee shall receive Lead pay for all hours worked.

When an employee is authorized to fill in for the Shop Manager, when the Shop Manager is absent, the assigned employee shall receive Sub-Foreman pay.

When an employee is authorized to fill in for the Shop Manager when the Shop Manager is absent for more than forty (40) continuous hours, the employee shall receive Sub-Foreman pay for the first forty (40) hours worked and the Shop Manager wage (in lieu of the Sub-Foreman pay) for all hours worked after forty (40) hours.

All Foremen and the Shop Manager in charge of Journeymen Machinists shall be Journeymen Machinists.

Section 2: The following expenses incurred relative to the cost of renewing a CDL shall be borne by the Employer:

- Renewal Fee
- Renewal Physical Examination

ARTICLE 9 -- LONGEVITY

Section 1: In addition to the base wage established in Article 8, employees covered by this agreement shall receive longevity pay in the amount of \$12.00 per month for each full year of service

after completion of five (5) years of service (i.e., at the beginning of the sixth (6) year). Part-time employees are entitled to longevity on a prorated basis.

Section 2: Years of service shall be defined as the total length of time served as an employee of Butte-Silver Bow in the Bargaining Unit and shall begin on the employee's date of hire (anniversary date) in the Bargaining Unit. An employee shall not lose years of service while on an authorized leave of absence.

Section 3: Longevity shall be paid by separate check on the first pay day in December of each year.

ARTICLE 10 -- APPRENTICESHIP/MACHINIST DEVELOPMENT PROGRAM

Section 1: The Employer and the Union recognize the benefits of on-the-job training programs and the need for the development of Journeymen Machinists.

Section 2: There shall be an established Joint Apprentice/Machinist Development Program (JAMDP) Committee. The JAMDP Committee shall be composed of two (2) members appointed by the Employer and two (2) members appointed by the Union. The JAMDP Committee shall be the sole administrative body of the Machinist Development Program outlined herein. The Committee shall have full authority and responsibility to install, regulate, supervise, control, and operate the Machinist Development Program and shall have complete authority to enforce rules and requirements governing the qualifications, education, training, selection, and development of Machinists. All disputes regarding the ability of an Apprentice/Developing Machinist, shall be referred to the JAMDP Committee.

Section 3: In the event of a dispute among the JAMDP committee members, either party may refer the disputed matter to the arbitration procedure of this agreement.

Section 4: An Apprentice/Developing Machinist is defined as someone with less than five (5) years of verifiable work experience or combination of work experience and education in automotive, heavy equipment, or small engine repair or welding/fabrication, and who requires more on-the-job experience to become proficient.

Section 5: To be eligible for the Program, applicants must have a minimum of two (2) years verifiable work experience in automotive, heavy equipment, or small engine repair or welding/fabrication or two (2) years verifiable education from an accredited college or vocational school or an equivalent combination of education and experience.

Section 6: Participants will be selected and placed in the Machinist Development Program with input and approval from the JAMDP Committee. Participants with less than five (5) years experience may be placed in the Program based upon their years of verifiable experience, education, or combination thereof as determined by the JAMDC. Participants in the program shall work and gain experience in all areas of machine shop operations.

Section 7: There may be one (1) Apprentice/Developing Machinist for every four (4) Journeymen Machinists.

Section 8: Apprenticeship/Developing Machinists shall be paid a percentage of the Journeyman Machinist wage rate established in ARTICLE 8 as follows:

Program	Experience/Education	% of Journeyman Wage
Year 1	2 Years	70%
Year 2	3 Years	80%
Year 3	4 Years	90%
Year 4+	5 Years	100%

ARTICLE 11 -- SHIFT DIFFERENTIAL

Section 1: Machinists shall receive an additional thirty cents (\$0.30) per hour for all hours worked before 6:00 a.m. or after 4:30 p.m. on any scheduled shift.

Section 2: Machinists shall receive an additional fifty cents (\$0.50) per hour for all hours worked on out-of-shop assignments. Out-of-shop assignments are those located off the corral grounds.

ARTICLE 12 -- DISCRIMINATION

Section 1: The Employer shall not discriminate with regard to race, color, religious creed, political ideas, gender, age, marital status, physical or mental handicap, national origin, GINA, or ancestry.

Section 2: 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.

Section 3: 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.

ARTICLE 13 -- PAYDAY

Section 1: Effective the first payroll period in July 1998, and exclusive of unforeseen circumstances, all employees covered by this agreement will be paid on a bi-weekly basis with pay 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 Monday through Friday, 8:00 a.m. to 5:00 p.m.

Section 2: If Butte-Silver Bow should propose to change the pay period schedule as enumerated in Section 1 above (for example, from bi-weekly to semi-monthly), Butte Machinists Union, Local No. 88 will agree to the proposed change providing all other Collective Bargaining Units agree to the proposed change. Should a change occur, the District Business Representative (DBR) shall be provided two (2) weeks written notice.

ARTICLE 14 -- GENERAL CONDITIONS

Section 1: Visits to the shop of the Employer by an authorized Business Representative of the Union are recognized as contributing to better relationships between employees represented by the Union and the Employer, but such visits shall be reasonable in number, duration, frequency and shall not cause interference with shop production.

Section 2: The cutting torch may be used by employees other than Journeymen Machinists for use on sign posts only, or as authorized by the Shop Foreman.

Section 3: A rest period of fifteen (15) minutes will be allowed all employees during each eight (8) hours of work. The membership shall be given the option of taking the rest period either in the morning or afternoon. All members must take the break at the same time. Two (2) fifteen (15) minute rest periods will be allowed during each ten (10) hours of work if a four (4) day work week is implemented. Rest periods shall be granted without any requirements to make up time.

Section 4: Each machinist shall receive two (2) new pairs of coveralls each fiscal year. The coveralls will be of the employee's choice.

Section 5: A reflective winter coat will be provided for employees and replaced as need at the discretion of the Public Works Director.

Section 6: The Employer agrees to maintain reasonable provisions for the safety and health of its employees during the hours of employment and agrees to abide by and maintain standards of sanitation, safety and health in conformity with State laws and regulations.

Section 7: Each machinist shall receive the following monthly tool allowance:

June 1, 2019 -- \$200.00

June 1, 2020 -- \$175.00

June 1, 2021 -- \$150.00

Section 8: The Employer will provide for one (1) pair of prescription safety glasses annually at no cost to the Employee.

Section 9: The Employer will provide for molded hearing protection and an annual hearing test at no cost to the Employee.

Section 10: Butte-Silver Bow will agree to pay up to a maximum of two hundred dollars (\$200.00) annually toward the purchase of steel or hard toed boots.

ARTICLE 15 -- GRIEVANCE AND ARBITRATION

Section 1: The term "Grievance" is defined as any controversy or dispute between the parties or between Butte-Silver Bow and the employees covered by this Agreement as to any matter including the interpretation, application, or violation of any provision of this Agreement or any law, regulation, or policy mandated by federal, state, or local jurisdiction, or discharge of an employee.

Grievances involving a non-probationary discharge shall begin at Section 2, Step 3.

Section 2: Grievance Steps

Step 1: 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.

Step 2: If the parties fail to resolve the dispute in Step 1 above, the grievance must be presented in writing to the employee's Department Director by the employee along with the Union Representative within thirty (30) working days following the discovery of its occurrence. Within ten (10) working days of receipt of such grievance, the Department Director shall advise the employee and the Union Representative of his/her decision in writing.

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 representative within ten (10) working days of the Department Director's decision in Step 2. Within ten (10) working days of receipt of such appeal, the grievance shall be presented at a meeting of the union committee with the Chief Executive and members of his/her committee. The Chief Executive shall notify the Union, in writing, of a decision within ten (10) working days after the conclusion of the meeting.

Step 4: If the grievance cannot be resolved in Steps 1 through 3, the parties may, by mutual agreement, submit an application to the Montana State Board of Appeals for the assignment of a mediator to attempt to resolve the on-going grievance. This application must be agreed upon by both parties and submitted within ten (10) working days of notification by the Chief Executive in Step 3 above. If no mutual agreement can be made, the grievance may proceed to Section 3.

Section 3: Arbitration

If a satisfactory settlement is not reached in Step 4 (mediation) above, the Union may refer the grievance to arbitration by giving written notice to the Employer within ten (10) additional working days:

- 1) The Union shall specify the question or questions to be arbitrated. The parties will jointly request a list of five (5) Arbitrators from the Board of Personnel Appeals, State of Montana. Within ten (10) working days of receipt of the panel, the parties shall discuss the panel and select, by alternately striking names from the list until only one name remains. The arbitration hearing shall be conducted within forty-five (45) days after the arbitrator is selected, unless the selected arbitrator is unavailable.
- 2) All decisions rendered as a result of any arbitration proceedings provided herein shall be final and binding upon both parties.
- 3) The fees and expenses of the arbitrator shall be paid 25% by the prevailing party and the remaining 75% paid by the unsuccessful party to the grievance.
- 4) The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.

Section 4: Time Limits

- 1) 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.

- 2) If the time limits enumerated above are not met by either party, the party not meeting the time limits will forfeit. The other party will prevail.

ARTICLE 16 -- HOLIDAYS

Section 1: All employees of the Union shall be paid a day's pay, at their regular hourly rate as set forth in Article 8 for the following holidays:

- 1) New Year's Day, first day in January
- 2) Lincoln's and Washington's Birthdays, third Monday in February
- 3) Memorial Day, last Monday in May
- 4) Independence Day, 4th of July
- 5) Labor Day, first Monday in September
- 6) Columbus Day, first Monday in October
- 7) Veteran's Day, 11th of November
- 8) Thanksgiving Day, fourth Thursday in November
- 9) The day after Thanksgiving
- 10) Christmas Day, 25th of December
- 11) State General Election Day

Whenever a holiday falls on a work day, the ten (10) hour-four (4) day work week shall continue. When the holiday falls on a Monday and Monday is the employee's regular scheduled day off, Tuesday shall be observed as the holiday.

Section 2: Employees will be granted one (1) 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.

Section 3: Work performed on the above mentioned holidays; also work performed on Sunday shall receive their holiday pay plus two (2) times their regular hourly rate.

Section 4: Any of the above mentioned holidays falling on Saturday, the previous day, Friday, shall be considered the holiday.

Section 5: When any holiday falls on Sunday, the next day, Monday shall be considered the holiday.

Section 6: Employees shall be qualified to receive pay for holidays if they have completed thirty (30) days continuous service. Continuous service shall mean being on the payroll at the beginning of and continuing thereon through such period.

ARTICLE 17 -- VACATION

Section 1: Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have continuously been employed for a period of six (6) calendar months. Persons regularly employed for nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation

credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule.

- 1) from one (1) full pay period through ten (10) years of employment at the rate of fifteen (15) working days for each year of service;
- 2) after ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days for each year of service;
- 3) after fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days for each year of service; and
- 4) after twenty (20) years of employment at the rate of twenty-four (24) working days for each year of service.

Section 2: Permanent part-time employees are entitled to prorated vacation benefits if they have regularly scheduled work assignments and normally work at least twenty (20) hours each week of the pay period and have worked the qualifying period.

Section 3: Any employee who terminates his/her employment for reason not reflecting discredit upon himself/herself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in the above. However, if an employee transfers between agencies of the same employer, 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 4: Except as provided in Section 5, 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 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 was accrued.

Section 5: 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 4 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 4.

Section 6: Vacation leave shall not accrue during a leave of absence without pay which exceeds fifteen (15) calendar days.

Section 7: In the event of death of any employee, unused earned vacation time shall be paid to the employee's heirs at his/her then current rate of pay.

Section 8: 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. Each department shall prepare and submit a monthly report to the Employer on forms provided for that purpose

showing the number of days taken for vacation leave for that month for each employee. Vacation time may be taken as requested by the employee and concurred in by the supervisor.

Section 9: Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer.

Section 10: All members of the Union shall be entitled to the following terms: (1) Employees may take vacation in minimum one day increments anytime during the work week; (2) one-third (1/3) of the employees in each department may select the same vacation period; and (3) seniority shall govern as to the choice of vacation time of one week or more.

Section 11: Covered employees on the payroll April 1, 2003 who are receiving time served in the military toward the vacation leave credit provided for in Section 1 above 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.

ARTICLE 18 -- SICK LEAVE

Section 1: Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned without restriction as to the number of working days he/she may accumulate.

Section 2: An employee may not accrue sick leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days. Employees are not entitled to be paid for sick leave under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.

Section 3: Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment, and normally work at least twenty (20) hours each week of the pay period, and 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 to benefits he/she has accrued prior to July 1, 1971. However, where 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.

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: Employees shall be granted up to forty (40) hours of sick leave use for the purpose of attending to family matters in the event of a death in the family or funeral attendance of others as authorized by their immediate supervisor.

Section 13: Employees working prior to July 1, 1971, shall be provided a signed statement showing their accrued sick leave earned prior to July 1, 1971. All sick leave taken after the statements are received shall be charged to that accrued prior to July 1, 1971 until such time said sick leave is depleted. If during respective pay period sick time is taken then the affected employee will receive a signed statement showing the charged time and the adjusted totals to date.

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 19 -- SENIORITY

Section 1: Seniority dates of both prior City of Butte and Silver Bow County employees in the respective machinist departments shall be dovetailed according to date of hire into a common seniority list effective July 1, 1978. Employer agrees to present a seniority list to the Union on July 1 of each year.

Section 2: The Foreman will remain on the seniority list and accrue seniority and retain rights as a member of the bargaining unit but he/she is not subject to lay off by seniority.

Section 3: Seniority shall be recognized after four (4) months of continuous service dating from the first day of employment. In cases of reductions in force, the last man hired shall be the first laid off; the last man laid off shall be the first man hired.

Section 4: Available overtime shall be offered by job assignment on a rotating seniority basis. Refusal of overtime work shall be considered time worked for rotation purposes.

ARTICLE 20 -- HEALTH AND WELFARE

Section 1: Effective June 1, 2019 through May 31, 2022, the Employer agrees to pay the following rates per month toward the monthly health insurance premium:

Classification	Employer Contribution		
	June 1, 2019	June 1, 2020	June 1, 2021
Single	\$836.85	\$866.85	\$896.85
Two-Party	\$867.56	\$897.56	\$927.56
Family	\$881.50	\$911.50	\$941.50

Section 2: The undersigned Employer agrees to pay the Regence short term disability plan contributions, as withheld, to the Machinists Health and Welfare Trust for \$350.00 weekly time loss. Said contributions shall be paid to the Trust on or before the 10th day of the month following the month in which the contributions are withheld.

Section 3: The Employer acknowledges receipt of a copy of the Trust Agreement creating the Northwest I.A.M. Benefit Trust dated July 20, 1967, and agrees to be bound by said Trust Agreement, and all lawful amendments thereto. The Employer does further agree to accept, as its representatives, the Employer Trustees serving on the Board of Trustees of said Trust, and their lawful successors.

Section 4: The Employer agrees to continue to pay the premium cost as stated in Section 1 above for participation in the insurance plan for up to 90 days for employees who are in a leave without pay status because of illness or injury, including workers compensation.

Section 5: Employees that are off of work due to work related injury and are receiving Worker's Compensation benefits, may used earned sick leave time to supplement Workers's Compensation to receive 100% of their current wage. During this period of sick leave supplementatation, the employee's other benefits will be maintained for the period that sick leave supplementation is available to the employee.

ARTICLE 21 -- PENSION

Section 1: Butte-Silver Bow shall contribute to the I.A.M. National Pension Fund (the "Fund") for each hour for which employees in all job classifications covered by this agreement are entitled to receive pay under this Agreement as follows:

Effective June 1, 2019	\$4.70 per hour
Effective June 1, 2020	\$4.75 per hour
Effective June 1, 2021	\$4.80 per hour

Section 2: If the employee is paid only for a portion of an hour, contributions will be made by the employer for the full hour. The Employer shall continue contributions for all contractually obligated time paid with no weekly or annual maximum.

Section 3: Contributions for new, temporary, probationary, part-time and full-time employees shall commence at the completion of the employee's probationary period but no later than sixty (60) calendar days after date of hire.

Section 4: Contributions shall be made no later than the twentieth (20th) of each month covering payroll period ending in the previous month.

Section 5: The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this agreement ("Trust Agreement"), which is incorporated into this agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

Section 6: This Agreement shall remain in effect until the employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

Section 7: The parties may increase the contribution rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the employer in the Plan for reasons including but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the contribution rate

Section 8: This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such a proceeding.

ARTICLE 22 -- NO STRIKE, NO LOCKOUT

Section 1: The Union agrees that during the term of this Agreement, there shall be no strike or stoppage of or interference with work except in the event where the employer fails to abide by an arbitrator's decision and the Employer agrees that there will be no lockout of its employees.

Section 2: Any employee who violates this Article shall be subject to discipline and discharge by the Employer with the right of appeal to the grievance procedure only as to the determination of the question of violation.

Section 3: Nothing in this Agreement shall limit the Employer's right to extend, limit, curtail or shut down its operations when in its sole discretion it deems it advisable to do so. Whenever feasible, reasonable notice of shut down shall be given the Union.

Section 4: It is further agreed that during the entire period of any stoppage of production, salaried or supervisory employees of the Employer shall have free access to any and all parts of the properties without hindrance or interference by members of the Union, or person representing or under the control of the Union.

ARTICLE 23 -- RIGHTS OF MANAGEMENT

Section 1: The Union shall recognize the prerogatives of the Employer to operate and manage the affairs of the Butte-Silver Bow Government in such areas, but not limited to:

- 1) direct employees;
- 2) hire, promote, transfer, assign and retain employees;
- 3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be insufficient and non-productive;
- 4) maintain the efficiency of government operations;
- 5) determine the methods, means, job classifications and personnel by which government operations are to be conducted;
- 6) take whatever action may be necessary to carry out the missions of the agency in situations of emergency; and
- 7) establish the methods and processes by which work is performed.

ARTICLE 24 -- PROBATIONARY PERIOD

Section 1: Any new employee shall serve a four (4) month probationary period during which time the seniority clause (Article 19) shall not apply. Butte-Silver Bow may at its discretion dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth in Article 15 as a means of contesting his/her dismissal. Upon completion of the probationary period, the employee may be suspended or discharged only for just cause.

ARTICLE 25 -- DEFINITIONS

Section 1: 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 26 -- TERM OF AGREEMENT

Section 1: THIS AGREEMENT is effective June 1, 2019 and shall continue in full force and effect until May 31, 2022, at which time it is automatically renewed and continued in effect from year-to-year thereafter, unless written notice is given by either party to the other not less than sixty (60) days prior to its expiration date of May 31st of any year, indicating that changes are desired in any or all of the provisions of the Agreement or termination of the same

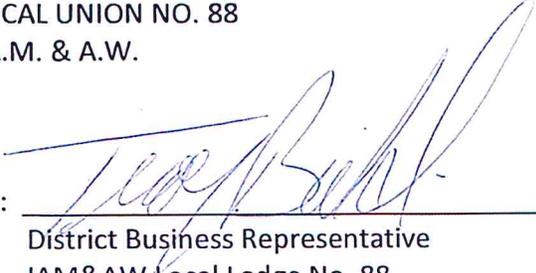
The parties to this Agreement also agree to the following:

- 1) That all terms and conditions including wage and benefit increases are retroactive to June 1.
- 2) That all retroactive pay will be paid in separate pay checks.
- 3) That all dates in the CBA will be brought forward where necessary.

IN WITNESS WHEREOF, we have hereunto set our hand on the day and year first above written.

FOR:
SILVER BOW BUTTE MACHINISTS,
LOCAL UNION NO. 88
I.A.M. & A.W.

By: _____


District Business Representative
IAM&AW Local Lodge No. 88

FOR:

CITY-COUNTY OF
BUTTE-SILVER BOW, MONTANA

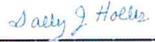
By: _____

DocuSigned by:

Chief Executive

ATTESTED:

By: _____

DocuSigned by:

Sally J. Hoelle

Clerk & Recorder