

19-423
Agreement



City-County of
Butte-Silver Bow, Montana
and
Pacific Northwest Regional
Council of Carpenters,
Local No. 82

September 1, 2019 – August 31, 2021

TABLE OF CONTENTS

AGREEMENT.....1

WITNESSETH.....1

ARTICLE 1 - WORKING RULES.....1

ARTICLE 2 - UNION SECURITY.....1

ARTICLE 3 - HOURS OF WORK2

ARTICLE 4 – OVERTIME/COMPENSATORY TIME3

ARTICLE 5 - WAGES3

ARTICLE 6 - HOLIDAYS4

ARTICLE 7 - SUBCONTRACTING5

ARTICLE 8 - BUSINESS REPRESENTATIVE.....5

ARTICLE 9 - DISCRIMINATION6

ARTICLE 10 - HEALTH AND WELFARE6

ARTICLE 11 - PENSION.....6

ARTICLE 12 - GENERAL CONDITIONS.....7

ARTICLE 13 - ANNUAL LEAVE7

ARTICLE 14 - SICK LEAVE.....8

ARTICLE 15 - JURY DUTY.....10

ARTICLE 16 - PAYDAY.....10

ARTICLE 17 - RIGHTS OF MANAGEMENT10

ARTICLE 18 - APPRENTICESHIP TRAINING PROGRAM.....11

ARTICLE 19 - SENIORITY11

ARTICLE 20 - GRIEVANCE AND ARBITRATION12

ARTICLE 21 - NO WORK STOPPAGE.....12

ARTICLE 22 - JURISDICTION13

ARTICLE 23 - CIVIL RIGHTS13

ARTICLE 24 - SAVINGS CLAUSE.....13

ARTICLE 25 - TERM OF AGREEMENT.....13

ATTACHMENT A15

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September, 2019 at Butte, Montana by and between Butte-Silver Bow, hereinafter referred to both singularly and collectively as "EMPLOYER" and the Pacific Northwest Regional Council of Carpenters, Local Union No. 82, hereinafter referred to as "UNION".

WITNESSETH

WHEREAS, the parties hereto have reached an agreement concerning standards of hours of labor, scale of wages, and other terms and conditions of employment as a result of collective bargaining, and for the purpose of facilitating the peaceful adjustment of conditions that may arise from time-to-time and to promote harmony and efficiency to the end that the Employer, the Union, and the general public may mutually benefit.

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, and terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto, as follows:

ARTICLE 1 - WORKING RULES

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of establishing wages, fringe benefits, hours, and other conditions of employment for all carpenters employed by Butte-Silver Bow. The Union shall have jurisdiction over all the jobs and activities listed in Attachment A. Management, supervisory, and other statutory exceptions as defined in Section 39-31-103 Montana Code Annotated (MCA) are excluded from the bargaining unit.

ARTICLE 2 - UNION SECURITY

Section 1:

Employees covered by this agreement may already be members of or may choose to become members of the Pacific Northwest Regional Council of Carpenters, Local No. 82. 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 an employee joining the Union.

Section 3:

The Employer will 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:

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.

Section 6:

A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period or on a daily, weekly or monthly basis with no expectation of employment beyond the period specified. No temporary employee may be changed to the status of a permanent employee, but any temporary employee may apply for any permanent position for which recruitment is being conducted. Temporary employment may be discontinued without cause, but at least five (5) working days' of notice of discontinuance shall be given those employed for a specified term or on a monthly basis. Temporary employment must be consistent with those classifications, titles, procedures, and wage rates established by this agreement. Temporary, full-time positions are subject to all collective bargaining requirements. Temporary employees who work greater than three (3) consecutive calendar months will be given credit for that time for purposes of leave and public employee retirement if reemployed within twelve (12) months of termination.

ARTICLE 3 - HOURS OF WORK

Section 1:

Eight (8) hours of work shall constitute a regular work day and forty (40) hours of work shall constitute a regular work week.

Section 2:

In the event Butte-Silver Bow deems it necessary to work employees on a short work week, employees will be notified in advance which days are to be worked and such days shall be consecutive. Butte-Silver Bow will not change the work week without notifying the Union at least fourteen (14) days in advance of the initiation of the change. It is understood that this section will expire with the termination date of this contract.

Section 3:

At its discretion, the Employer may implement a shift of four (4) consecutive ten (10) hour days.

ARTICLE 4 - OVERTIME/COMPENSATORY TIME

Section 1:

Overtime shall be defined as time worked in excess of the regular work day in effect and in excess of the regular work week set forth in Article 3.

Section 2:

All overtime shall be paid at the rate of two (2) times the regular hourly wage scale set forth in Article 5.

Section 3:

The Employee may elect, at the start of the calendar year, to change eligibility from paid overtime to compensatory time at the rate of two (2) hours for each hour of overtime worked. Once an employee opts for either paid overtime or compensatory time, the choice will remain in effect until the close of the calendar year. The following applies to compensatory time:

- (1) Accrual of compensatory time will be limited to a maximum of 160 hours.
- (2) Accrued compensatory hours must be used in the calendar year earned; however, compensatory time will not be forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the compensatory time was accrued. Any balance of accrued hours beyond that date will be forfeited.

ARTICLE 5 - WAGES

Section 1:

Effective September 1, 2019 through August 31, 2020, the base wage for a permanent, full-time Journeyman Carpenter shall be increased by 2.0% to \$25.43 per hour. Effective September 1, 2020 through August 31, 2021, the base wage for a permanent, full-time Journeyman Carpenter shall be increased by 2.0% to \$25.94 per hour.

| | 09/01/2019 | 09/01/2020 |
|---------------------------|-------------------|-------------------|
| Base Wage | \$25.43 | \$25.94 |
| Health and Welfare | \$5.92 | \$6.09 |
| Pension | \$3.00 | \$3.00 |
| Apprenticeship | \$0.30 | \$0.30 |

Section 2:

The base wage scale for apprentice employees under this Agreement shall be as follows:

| OJT Hours | RSI Hours | % of Journeyman Wage Rate. | 09/01/2019 | 09/01/2020 |
|------------------|------------------|-----------------------------------|-------------------|-------------------|
| 1300-2000 | 160 | 80% | \$20.34 | \$20.75 |
| 2600-4000 | 320 | 85% | \$21.62 | \$22.05 |
| 3900-6000 | 480 | 90% | \$22.89 | \$23.35 |
| 5200-8000 | 640 | 95% | \$24.16 | \$24.64 |

Section 3: When Butte-Silver Bow does not employ a permanent, full-time carpenter, all persons hired to perform the work covered by that jurisdiction shall be paid the wages and benefits which are in effect at the time with the Butte area contractors.

ARTICLE 6 - HOLIDAYS

Section 1:

All employees shall be paid a day's pay, at the base wage set forth in Article 5, for the following holidays:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, the third Monday in January
- (3) President's Day, the third Monday in February
- (4) Memorial Day, the last Monday in May
- (5) Independence Day, July 4
- (6) Labor Day, the first Monday in September
- (7) Columbus Day, the second Monday in October
- (8) Veterans' Day, November 11
- (9) Thanksgiving Day, the fourth Thursday in November
- (10) Christmas Day, December 25
- (11) Employee's Birthday
- (12) State General Election Day

Section 2:

In addition to holiday pay, employees who work on any of the above-mentioned holidays shall be paid at two (2) times their regular hourly rate set forth in Article 5, plus any overtime and differential provided for in this Agreement, if the same is applicable to such work.

Section 3:

Employees shall be granted their birthday off with no loss of wages; provided, the employee notifies the Employer, in writing, on forms provided by the Employer, the date of their birthday no less than seven (7) days prior to their birthday. Employees scheduled by the Employer to work on their birthday shall be paid at the rate of two (2) times their regular rate of pay in addition to birthday pay.

Section 4:

Any of the above-mentioned holidays falling on Saturday, the previous day, Friday, shall be considered the holiday (except employees on continuous operation).

Section 5:

When the holiday falls on Sunday, the next day, Monday, shall be considered the holiday.

Section 6:

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

ARTICLE 7 - SUBCONTRACTING

Section 1:

If an Employer, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, or repair of a building, structure, or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of this Agreement, or such Employer shall maintain daily records of the subcontractor's employees job site hours, and be liable for payment of these employees' wages, travel, health and welfare, pension, vacation, and apprenticeship contributions in accordance with this Agreement and all as provided for in Part 4 of Chapter 2 of Title 18 of MCA.

Section 2:

The Union agrees to notify the Employers, persons, or proprietor within thirty (30) calendar days of any delinquent payment for wages, travel, health and welfare, pension, vacation, and apprenticeship contributions owed by the subcontractor, and to further issue a certificate to the Employer when these payments have been made. (Clarification: With respect to fringes the 30-day period starts on the day after the report is due to the Trust Administrator.)

Section 3:

No work will be let by piecework, contract, or lump sum direct with a journeyman, apprentice, or trainee for labor services.

Section 4:

Butte-Silver Bow will seek an Attorney General's opinion regarding the legality and resulting liability of its entering into a contract containing the language as in Section 1 above and once the opinion is received both parties agree to negotiate, if necessary, based upon that opinion, an addendum to this contract pertaining to this Article.

ARTICLE 8 - BUSINESS REPRESENTATIVE

The Business Representative or Credential Committee of the Union shall have access to the job site upon reporting to the field office or job superintendent.

ARTICLE 9 - DISCRIMINATION

No employee shall be discharged except for just and sufficient cause, or shall be discriminated against for lawful Union activities.

ARTICLE 10 - HEALTH AND WELFARE

Section 1:

It is agreed by the parties hereto that effective September 1, 2019 through August 31, 2020, the employer covered by this Agreement shall contribute \$5.92 for each compensable man hour of Carpenters employed by the Employer covered by this Agreement. Effective September 1, 2020 through August 31, 2021, this amount shall increase to \$6.09.

These contributions shall be made to the Western Washington Carpenters-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said Trust Fund. The details of the Health and Security Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatory to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each Management trustee shall be a salaried executive or officer of a signatory Employer, or an employee of an Employer association, on behalf of its member employers.

ARTICLE 11 - PENSION

Section 1:

In addition to the wage rates listed in Article 5 of this Agreement, all persons, parties, firms, or corporations coming under the scope of this Agreement, who are, or may become signatory to this Agreement, agree that the Washington-Idaho-Montana Carpenters-Employers Retirement Trust, established May 1, 1967, shall continue in full force and effect for the purpose of providing pension benefits for all eligible employees covered by this Agreement and shall pay into the existing Washington-Idaho-Montana Carpenters-Employers Retirement 401K, effective September 1, 2017, through August 31, 2019, three dollars and no cents (\$3.00) per each compensated hour for each employee covered by this Agreement.

Section 2:

The Employer agrees to and becomes a party to the Trust Agreement known as the "Washington-Idaho-Montana Carpenters-Employers Retirement Trust", as modified or amended and does designate the Employer Trustees as his representative on said Trust.

Section 3:

It is understood and agreed that the Pension Plan referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to allow the Employer an income tax deduction for the contributions paid hereunder, and the Union agrees that the terms of said trust shall contain no provision which would disqualify such payments as deductions to the Employer under the Internal Revenue Code.

ARTICLE 12 - GENERAL CONDITIONS

Section 1:

It is mutually agreed that all tools to perform carpenter scope work will be provided by the Employer.

Section 2:

Effective September 1, 2017, permanent, full-time employees shall receive \$176.80 per year for boot/clothing allowance. The boot/clothing allowance shall not be considered as wages and shall be paid annually in a lump-sum payment between May 15th and May 31st. The payment will be subject to the IRS rules governing the taxable status of payments made to employees for business/work-related expenses.

ARTICLE 13 - ANNUAL LEAVE

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 been continuously 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:

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

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) 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 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 an 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. 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.

ARTICLE 14 - SICK LEAVE

Section 1:

Each permanent, full-time employee 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 be paid sick leave until they have been continuously employed ninety (90) days.

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this sub-section begins July 1, 1971. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he 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 credits earned after July 1, 1971, and transferred with the employee.

Section 6:

An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

Section 7:

Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment provided for in this section.

Section 8:

The Employer may require proof of illness in cases of extensive use of sick leave.

Section 9:

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 10:

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

ARTICLE 15 - JURY DUTY

Section 1:

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

Section 2:

An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the court.

Section 3:

Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

ARTICLE 16 - 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, 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.

ARTICLE 17 - RIGHTS OF MANAGEMENT

Section 1:

The Union shall recognize the prerogatives of the Employer to operate and manage their affairs in such areas as but not limited to:

- (1) directing employees;
- (2) hiring, promoting, transferring, assigning, and retaining employees;
- (3) relieving employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
- (4) maintaining the efficiency of government operations;
- (5) determining the methods, means, job classification, and personnel by which government operations are to be conducted;
- (6) taking whatever actions may be necessary to carry out the missions of the agency in situations of emergency; and

- (7) establishing the methods and procedures by which work is performed.

ARTICLE 18 - APPRENTICESHIP TRAINING PROGRAM

Section 1:

In addition to the wage rates listed in Article 5 of this Agreement all persons, parties, firms, or corporations coming under the scope of this Agreement, who are, or may become signatory to this Agreement, agree that commencing September 1, 2017 through August 31, 2019, they will pay into the Montana Carpenters Joint Apprenticeship Training Trust Fund a sum of thirty cents (\$0.30) per hour for each worker performing work covered by this Agreement within the territorial jurisdiction of the Local Union for supporting and expanding apprenticeship and training programs. The thirty cents (\$0.30) per hour per employee shall be paid for each hour worked whether straight time or overtime but shall not include subsistence or travel time compensation. These funds are to be reported and deposited in accordance with report forms furnished by said Trust. These deposits are to be made as soon as practicable after the close of the period earned, but in no event later than the fifteenth (15th) day of the month following the period earned. Employers may pay through the last payroll period of the month, provided that any days of that month are reported on the next month's report. The Employer agrees to and becomes a party to the Trust Agreement to be known as the Montana Carpenters Joint Apprenticeship and Training Trust Fund as modified or amended and does designate the Employer Trustees of said Trust as his representative on said Trust.

Section 2:

It is understood and agreed that the Apprenticeship Training Plan referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to allow the Employer an income tax deduction for the contributions paid hereunder, and the Union agrees that the terms of said Trust shall contain no provisions which would disqualify such payments as deductions to the Employer under the Internal Revenue Code.

ARTICLE 19 - SENIORITY

Every new employee shall be on a probationary period for a period of six (6) months from the first day of work after which time he shall carry seniority to the extent of his employment. Seniority shall be recognized insofar as layoffs are concerned. The last man hired shall be the first laid off. This clause shall not affect the Employer's right to discharge for cause. Seniority shall be broken by:

- (1) quit;
- (2) retirement;
- (3) discharge;
- (4) failure to report to work after lay off within seven (7) days after notification; or
- (5) lay-off or illness for six (6) or more months.

ARTICLE 20 - GRIEVANCE AND ARBITRATION

Section 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 within thirty (30) days of the alleged infraction.

The parties agree that (1) any matter involving the application or interpretation of the Agreement or (2) any matter involving an alleged violation of any of the provisions of this Agreement may be submitted to arbitration upon request of either party.

Section 2:

Within ten (10) working days of receiving notice that the matter cannot be settled according to the terms and conditions of Section 1, the matter may be submitted to arbitration. The party desiring such arbitration shall give to the other party written notice that the matter is to be submitted to arbitration and shall specify the question or questions to be arbitrated, and shall name the arbitrator chosen by such party. Within one week thereafter, the other party shall give in like manner, written notice specifying their reply and designating the arbitrator chosen by such party.

Section 3:

The Board of Arbitration shall consist of two representatives designated pursuant to Section 2 above, and a third impartial member to be selected by those two. If a third member cannot be selected, either party shall contact the Federal Mediation and Conciliation Service (FMCS) for a list of five (5) names to arbitrate the dispute.

Section 4:

The Board of Arbitration shall have authority only to deal with differences between the parties involving the interpretation of this Agreement and shall not have authority to alter or add to the terms of this Agreement or the wage scale which are a part hereof. The Board of Arbitration shall not have authority to go beyond the submission, and any case referred to the Board by either party on which the Board has no power or authority to rule, shall be referred back to the parties without decision.

Section 5:

Each party shall bear their own expense with respect to the arbitration with the one exception, that the expenses, if any, of the third impartial member of the Board shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union.

Section 6:

All decisions of the Board of Arbitration made within the scope of the submission and within the authority of the Board as defined in this Article shall be final and binding on the Employer and the Union.

ARTICLE 21 - NO WORK STOPPAGE

Section 1:

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown or other similar

activity except informational picketing. In the event of the work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

Section 2:

During the life of this contract Butte-Silver Bow will not lockout an employee as a result of a labor dispute, nor will the Union cause or authorize any interruption of production of any of Butte-Silver Bow's operations. It shall not be in violation of this Agreement, and it will not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property, including the Employer's place of business, involved in a labor dispute.

ARTICLE 22 - JURISDICTION

Territorial jurisdiction of the Union shall be set forth as Silver Bow County together with such territory as may be granted to the Union by virtue of action of the Pacific Northwest District Council of Carpenters; provided that as to any territory other than Silver Bow there shall be no travel pay or subsistence until terms applicable to any such county are negotiated between the parties and added to this contract by an amendment.

ARTICLE 23 - CIVIL RIGHTS

The parties agree that each will fully comply with the applicable laws and regulations regarding discrimination against any applicant for employment or for the Union membership, because of such persons' race, religion, color, national origin, or sex.

ARTICLE 24 - SAVINGS CLAUSE

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 invalidate 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 25 - TERM OF AGREEMENT

Section 1:

This agreement is effective on the first (1st) day of September 2019, and shall continue in full force and effect through the thirty-first (31st) day of August 2021, at which time it is automatically renewed and continued from year-to-year thereafter, unless written notice is given by either party hereto to the other not less than sixty (60) days prior to its expiration date of August 31, 2021, or any year after 2021 indicating that changes are desired in any or all of the provisions of this Agreement.

Section 2:

The written notice as provided for in Section 1 of this Article, shall contain the exact proposals desired to be written into the new agreement.

Section 3:

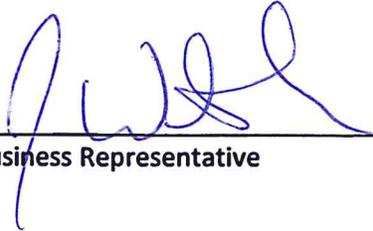
Answering counter-notices must be served in writing upon the opposite party within fifteen (15) days from the date of receipt of the original written notice. The issues as framed by notice and counter-notice as herein specified shall be the only subjects for discussion and agreement during any following negotiation, conciliation, arbitration, or hearing.

Section 4:

Negotiation, conciliation, arbitration, or hearings on the issues as above specified must be commenced within fifteen (15) days from the date of receipt of counter-notice, if any; if no counter-notice has been served then within twenty (20) days from the date of receipt of the original written notice.

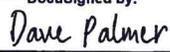
IN WITNESS WHEREOF, we have hereunto set our hands this 4 day of September 2019

FOR PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS, LOCAL NO. 82



Business Representative

FOR-CITY-COUNTY OF
BUTTE-SILVER BOW, MONTANA

DocuSigned by:


Chief Executive

ATTEST:

DocuSigned by:


Sally HOLLIS Clerk & Recorder

ATTACHMENT A

JURISDICTION

The jurisdiction of the Union consists of and extends to all of the following:

Milling, fashioning, joining, assembling, erecting, fastening or dismantling of all materials of wood, hollow metal, or fiber, the laying of all cork or compo, all asphalt shingles, and shingles of all types and materials and roll roofing; the erecting and dismantling of machinery, and the manufacturing of all wood materials, or the erection of all concrete forms, whether of wood, metal, fiber or other materials, and the erecting and placing of all studding, whether composed of wood, metal or substitutes thereof, whether the skill, knowledge and training of a carpenter is required, either in the operation of machine or hand tools.

All journeymen and apprentice carpenters and joiners, millwrights, planning mill bench hands, cabinet makers, car builders or operators of wood working machinery.

All backing, furring strips, plaster grounds, and the cutting of all openings for plumbers, all woodwork in toilet rooms.

Fastening of all wood cleats to ironwork, cutting up and hanging all rough lumber between iron girders and joists for fire-proof or concrete work, and setting of all floor strips for cement floors.

The setting of all doors, windows and other frames. The building and setting of all centers made of wood. Putting on of plaster boards, and putting on of all plaster grounds and also erection of all furring comices.

Laying all wood floors, wooden blocks of all kinds, whether nailed or set in plastic cement.

The building of all scaffolding, regardless of type of material; the building and construction of all derricks; making of mortar boards; boxes and trestles; putting in needle uprights and all shoring of buildings, raising and moving of buildings.

The nailing and cutting of all wooden stops in doors and windows, and the framing of all false work and derricks, and the installing of all wooden members pertaining to metal construction.

The handling of all materials used by carpenters and joiners in and around buildings, including all joists, frames and all lumber and materials used by the carpenter and contractor.

JURISDICTION

Insulation: Batt, blanker, poured in place, blown (either wet or dry), excluding pipe covering, is the jurisdiction of this Local Union, except that which historically belongs to another Union's jurisdiction in this area.

All sheeting, as well as compo board, no plaster applied is conceded by carpenters.

All stripping of forms.

Any framing in connection with metal forms or metal column forms.

Celotex material shall be applied by carpenters, not including celotex lathe.

The laying of all asphalt, asbestos and other forms of composition shingles.

Erecting and installing all interior metal trim, such as jambs, doors, casings, base chair rail, picture molding, partitions, and all other material generally referred to as trim work.

The setting, staying, leveling, plumbing and bracing of iron and steel frames and sash where set on walls.

Setting, staying, leveling, plumbing and bracing all steel or other metal frames, window frames and all sash requiring setting, staying, leveling, plumbing and bracing to hold them in position while the work of a building is in progress. Installing operating device for opening steel sash on all frames and sashes are awarded to the Union.

The hanging, application or nailing of sheet rock or any type backing whether it be wood, metal or otherwise and regardless of what covering the sheet rock is to be covered with.

Any material used as a substitute for materials formerly used by carpenters such as acoustical tile, Marlite, formica, and drop ceilings of all types including all grate effect ceilings.

All other work or materials over which the jurisdiction of the Union has been recognized by the Employer.

PILE DRIVERS

The term Pile Driver shall mean anyone who comes under the following category and the jurisdiction of the Union includes and extends to all of the following:

Labor employed in placing framing, driving, jetting, fastening, pulling and cutting off of piling of every kind, including slicing, barking, heading and shoeing and walling and bracing of all piling.

Labor employed in driving, pulling and cutting off of all wood; pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, well points, lagging, sheet piles and steel piles, the setting of which is performed with power of pile-driving equipment.

When and where steel or wood piling or other wood materials for use in the construction or repair of all structures mentioned in this Supplement is delivered into water or at the job site from ships, or other water carriers, or trucks, or is towed in or dumped in from land, in a manner requiring rafting, reaving, boring or dogging or loading on barges or rafts, this work shall be done by pile-driver men;

Labor employed in framing of all work material necessary in the construction, maintenance and wrecking, up to and including the deck of bridges, trestles, viaducts, wharves, docks, piers, ferry ships, coffer-dams, steel or wood, coffer-dam framing, bracing and placing open cribs and caissons, substructures for underpasses, subways, overhead crossings, pre-cast bulkheads, pre-cast decks, underwater pipelines, dry docks, graving docks, marine railways, seaplane ramps, gun emplacements and in the construction,

erection and dismantling of towers, trusses, bunders or other similar falsework necessary for the construction of the above named projects shall be the work of pile drivers.

All labor (except engineers and oilers) employed in the actual operation of pile driving equipment used for whatever purpose (also operation of deck engines) shall be the work of pile drivers.

All rigging and signaling, burning and welding connected with the work contained herein shall be the work of Pile Drivers, Bridge, Dock and Wharf Builders.

All structural timber work in the construction, maintenance and wrecking of concrete docks, piers, wharves, water-front bulkheads, ways, dry docks, and graving docks, shall be the work of Pile Drivers, Bridge, Dock and Wharf Builders.

Submarine diving in all its branches, including the wrecking of all ships, construction, reconstruction, repairing, inspecting and removal, rescuing and recovering of all objects, including bodies, below water surfaces which requires the use of diving apparatus shall be performed by Pile Drivers, Bridge, Dock and Wharf Builders divers. Diving scale shall be furnished on request.

All setting, pouring and stripping of pile caps and all piling in construction of bridges, docks, piers, caissons, coffer-dams seal pours shall be done by Pile Drivers, Bridge, Dock and Wharf Builders.

There shall be a working foreman on all crews who is a resident of the territorial jurisdiction of the Local Union.

At no time will laborers be permitted to assist with work coming under the jurisdiction of the Union.

All of the provisions of this Attachment A shall apply to all Pile Drivers and Pile Driver work under the jurisdiction of the Union.

MILLWRIGHTS AND MACHINERY ERECTORS

The term Millwright shall mean anyone performing the following work, and the jurisdiction of the Union includes and extends to all of the following:

Unloading, hoisting, dismantling, erecting, assembling, lining and adjusting of all machines used in the transmission of power in buildings, factories, or elsewhere, be that power steam, electric, gas, gasoline, water or air.

Setting of all classes of engines, motors, dynamos, generators, air compressors, putting up pulleys, sheaves and fly wheels on the same, making and setting of all templates for all machinery requiring foundations and bolts.

All coal handling machinery and drives, crushers, conveyors, drags, whether the frames be steel or wood, with all necessary framing and drilling, making all wood boxes and guides, all patent stokers and automatic feeding devices, ash handling machinery, either elevating or conveying, including all non-rail and overhead conveyors.

Stone crushing and gravel washing plants, crushers, screens, revolving or eccentric rolls, pan conveyors and chip hoists, steel, iron or wood, the assembling of all travelers or cranes for handling machinery or its products where no rivets are used in assembling same.

Framing and setting of all bridge trees, either wood or steel, where they are not part of building or structure; all foundation beams or timbers used for the recantation of machinery, drilling all necessary holes for same, whether foundations be wood, steel, stone, concrete or other material and all holes for bearings and machinery to be drilled by Millwrights in wood, steel or other materials, whether ratchet or power drills are used.

All grain handling appliances, cleaners, clippers, needle machines, car pullers, grain shovels, the manufacture and erection of all wooden legs, spouts, and conveyor boxes, and the erection of all steel or cast-iron legs, heads, or boots and conveyor boxes, framing and erecting of all marine legs and ship shovels, framing of all scale timber and wood hoppers and garners. Setting all scales, track hoppers, all bolt tanks or receiving hoppers, automatic devices used for elevator legs, when not of electrical appliance; all dust collectors and necessary splicing and gluing of same; all pulleys; bleaching devices of all kinds. All bin valves, turn-heads and indicators; all necessary shafting and bearings and supports; all drivers, ropes, belt chain or rawhide; all splicing and gluing of same; all pulleys, cables, sprockets; and gearing; cutting all keysets in new or old work done in the field. All escalator stairs, amusement devices of all kinds; framing and erecting of all derricks and pile drivers; all bridge machines; all fans and pumps, either steam or centrifugal; all driers and necessary appliances for same; all barrel and package devices, either elevating or conveying; all presses, hydraulic or other power; filling all gears done in the field; all concrete mixers, and other temporary appliances used in the construction of buildings.

All direct and connected machines, or any mowers, hog hoists, and meat handling appliances of all kinds; installing machinery in all classes of plants or mills, flour, cereal, spice, cotton, wool, twine, paper, steel, saw, cement, planting, powder and paint mills, machine and woodworking shops or factories, jewelry and power houses, sugar refineries, starch houses, bakeries, fertilizing plants, breweries, and malt houses, show factories.

All ice plants and equipment, glue and ice cream factories, where shafting and machinery are used for manufacturing and transmitting power.

The handling and operating of all acetylene and electrical devices, for heating, welding and cutting, when used in connection with millwright work.

Cutting and threading of bolts, also all burning and welding.

Finally, all work pertaining to machinery used for manufacturing and purposes or amusement devices, which with the evolution of time and this craft, will come under this jurisdiction claim.

All jobs where five (5) or more men are employed on millwright work, a practical millwright shall be steward.

All of the provisions of this Attachment A shall apply to all Millwrights and Machinery Erectors and Millwright work and the work of Machinery Erectors under the jurisdiction of the Union.