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19-427
Agreement

City-County of Butte-Silver Bow, Montana

and

Federation of Butte-Silver Bow Public Employees, Local No. 4372, MFPE

Clerks

July 1, 2019 – June 30, 2021

AGREEMENT

THIS AGREEMENT, is made and entered into this 4 day of September, 2019, by and between the CITY-COUNTY OF BUTTE-SILVER BOW, MONTANA, hereinafter referred to as the "EMPLOYER", and the bargaining unit members of the Federation of Butte-Silver Bow Public Employees, Local No. 4372, MFPE, hereinafter referred to as the "FEDERATION" or "UNION".

WHEREAS, Butte-Silver Bow considers the practices and procedures of collective bargaining as a fair and orderly way of conducting relations with its employees and, insofar as such practices and procedures are appropriate to the functions and obligations of the Employer, retaining the right to effectively operate in a responsible and efficient manner, consonant with the paramount interests of the Employer and its employees; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, hours of work, and employment conditions of the employees covered by this Agreement; to prevent interruption of work and interference with the efficient operation of the Employer; and to provide an orderly and prompt method of handling and processing grievances.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1 -- 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 2 -- RECOGNITION

Section 1: The Employer recognizes the Federation as the exclusive representative for all employees of the Butte-Silver Bow Municipal Government classified as Clerk I, II, III, and IV and Library Clerk I, II, III, and IV, excluding library substitutes, temporary student employees, work study students, volunteers, summer employees, management officials, supervisory employees, and confidential employees as defined by § 39-31-103, MCA

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 1: Butte-Silver Bow reserves and retains 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:

1) to direct the work force;
2) to hire, promote, transfer, assign, and retain employees;

3) to relieve employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and nonproductive;
4) to maintain the efficiency of government operations;
5) to determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6) to take whatever actions may be necessary to carry out the missions of the government in situations of emergency; and
7) to establish the methods and processes by which work is performed.

Section 2: In accordance with operational requirements, Butte-Silver Bow may properly assign covered employees to any classification during any shift or portion thereof.

ARTICLE 4 -- FEDERATION RIGHTS

Section 1: The parties share an interest in resolving disputes at their earliest stages and continually improving communications between the Federation and the Employer. To that end, the Employer shall allow the Federation President, or a designee, paid release time as needed to identify problems and concerns, quell rumors, and report issues as needed.

Section 2: The Employer shall make available to the Federation all public information relevant to negotiations or necessary for the proper enforcement of this Agreement.

Section 3: The internal business of the Federation shall not be conducted by the employees during their duty hours unless permission is granted by the Employer.

Section 4: Whenever members of the Federation are scheduled by the Employer to participate during working hours in conferences, meetings, or negotiations relative to the collective bargaining agreement, they shall be granted the necessary time.

Section 5: The Federation shall have access, subject to availability, to a meeting room on the Employer's premises.

Section 6: The Employer agrees to provide one copy of this Agreement and any amendments or supplements thereto to each designated worksite. The expense shall be assumed by the Employer.

Section 7: The Employer shall supply adequate bulletin board space for the purpose of allowing the Federation to post notices or other written material regarding the conduct of Federation business. The Employer and the Federation may, however, remove materials posted in other areas which have been placed without permission.

Section 8: The Employer shall permit Federation Representatives previously accredited to the Employer in writing by the Federation to visit the worksite. The Federation's Representatives must first obtain permission from the Department Head.

Section 9: Federation Representatives shall have the right to inspect an employee's personnel file after receiving written permission from the employee to do so.

Section 10: Any employee scheduled by the Employer to attend a formal disciplinary hearing may request to have a Federation Representative present.

Section 11: The Employer shall provide advance notice to the Federation whenever it decides to layoff, transfer, demote, suspend, or discharge for cause any member or position of the bargaining unit.

ARTICLE 5 -- FEDERATION SECURITY

Section 1: Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

Section 2: Upon receipt of a lawfully written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such employees from their pay and remit such deduction by the fifteenth (15th) day of the following month to the Federation's Local Treasurer. The Federation will notify the Employer in writing of the exact amount of such dues to be deducted and changes in the dues rate shall be certified in writing by an authorized Federation officer.

Section 3: The Federation 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 purpose of complying with this article.

ARTICLE 6 -- NON-DISCRIMINATION

Section 1: Neither the Employer nor the Federation will 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.

Section 2: To comply with the Americans With Disabilities Act and other applicable laws ensuring equal 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 -- LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1: In order to facilitate communication and resolve issues of mutual interest, it is agreed that bargaining unit members will be allowed to serve on a Labor-Management Committee to confer on day-to-day work related problems. Labor and management shall each

be charged with establishing the composition of their respective committee of up to four (4) members.

Section 2: Meetings will be held upon the request of either the Employer or the Bargaining Unit, at a date and time mutually agreed upon by both parties. Requests for a meeting by the Bargaining Unit Committee shall be made to the Human Resources Director.

Section 3: Meeting requests must be accompanied by an agenda of the items to be discussed, and must be delivered to the other party at least seven (7) calendar days prior to the proposed meeting date.

Section 4: It is understood that this committee does not discuss active grievances nor can it alter or modify the terms of the Collective Bargaining Agreement. It is further understood that the purpose of such committee is to meet and confer, and act only in an advisory role.

Section 5: If Labor-Management Committee Meetings are held during committee members' working hours, union committee members shall be granted paid release time to attend.

ARTICLE 8 -- JOB POSTING AND PROMOTIONAL OPPORTUNITIES

Section 1: Whenever a promotion, vacancy, or newly created position occurs, the Employer shall prepare a posting notice and post such notice on the Butte-Silver Bow website and at designated workplace sites. A copy of the notice shall be e-mailed to the local Union President. The Union President shall be responsible for forwarding such notice to all bargaining unit members.

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

Section 3: It is understood by the parties to this Agreement that qualified members of the Bargaining Unit shall be given first consideration in hiring for vacancies and newly created positions. When two (2) or more candidates are significantly equal in qualifications for the position, seniority shall be the determining factor when awarding the job. Upon request, the unsuccessful in-house applicant shall be given a written statement of the reasons why he/she was not hired for the position.

Section 4: The Employer shall provide written notice of the individual selected to the Union President and Union Treasurer within ten (10) business days after the appointment is reported to the Human Resources Department.

ARTICLE 9 -- JOB SECURITY

Section 1: Every employee shall be considered a probationary employee for their first six (6) months of continuous service in a position covered under this Bargaining Unit, after which their seniority shall date back to their first date of uninterrupted entry into the Bargaining Unit.

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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.

Section 4: No permanent employee shall be disciplined, suspended, or discharged except for just cause. The Employer may not suspend or discharge any permanent employee without first providing the employee, personally or by certified mail, with a written statement as to the statutory reasons or other grounds for suspension or discharge, and/or the specific reasons for the act in sufficient detail to inform the employee of the facts.

ARTICLE 10 -- SENIORITY AND LAY-OFF

Section 1: Seniority shall be recognized upon successful completion of an employee's probationary period retroactive to their date of entry into the Bargaining Unit.

Section 2: Absence from the job that exceeds fifteen (15) working days without pay, excluding FMLA, shall be considered lost time for the purpose of calculating seniority; upon return, previous bargaining unit service shall count toward seniority.

Section 3: Seniority shall terminate if:

1) the employee is discharged;
2) the employee quits voluntarily;
3) the layoff is for a period of twenty-four (24) months or more;
4) the employee fails to accept and report to work within ten (10) working days after notification of recall; or
5) the employee obtains a leave of absence by false or misleading statements.

Section 4: Employees scheduled to be laid-off shall be given at least twenty (20) working days notice.

Section 5: Lay-offs shall be in order of seniority within the budgeted department; that is the employee last hired shall be the first released. Employees who are laid-off may then bump the least senior employee within the Bargaining Unit provided they meet the minimum qualifications of the position. Only one (1) laid-off employee may bump into a department per contract year.

Section 6: All laid-off employees will be placed in a Recall Pool for up to two (2) years. The Recall Pool will be maintained by the Employer.

When a position opens within the Bargaining Unit, it shall be posted internally. If no qualified internal candidates apply, the Employer shall offer the position to laid-off employees in the Recall Pool by order of seniority, provided that the recalled employee has the demonstrated ability and minimum qualifications to perform the available work as determined by the Employer.

No bargaining unit position will be filled by outside applicants, nor will any position be advertised before the Recall Pool has been exhausted. Additionally, temporary, seasonal, or emergency positions within the Bargaining Unit will be offered to the Recall Pool first.

Section 7: Whenever the Employer determines that it is necessary to involuntarily transfer an employee to fill a temporary need in another department, the least senior qualified employee in the Bargaining Unit shall be the one transferred. Any employees subject to involuntary transfer shall be provided with notice ten (10) working days in advance of the transfer.

Section 8: Where demotions are the result of general office reorganization and where no significant difference in job performance exists, the least senior employee within the job classification shall be demoted. That employee shall then have the first opportunity for a promotion back to their former classification when such a position becomes vacant. This procedure shall be followed, provided the employee promoted back has the demonstrated ability and qualifications necessary to perform the work as determined by the Employer. In such situations, the vacant position shall be exempt from any posting requirement.

Section 9: Nothing in this Agreement shall be construed to prevent the Employer from filling vacancies with a less than full-time position nor shall the Employer be prevented from reducing the hours of the least senior employee in a department in lieu of lay-off. The Employer does agree to meet with the Federation prior to reducing the hours of any employee in order to guarantee compliance with the terms of the Agreement.

Section 10: For Library only: When a vacancy occurs, a member may request additional hours up to full time. The most senior qualified employee shall have preference. In the event the employee works in more than one classification, the employee shall receive the appropriate rate of pay for the hours worked in each classification.

Section 11: Employees may protect their seniority designation through the grievance procedure if they have cause to believe an error has been made.

ARTICLE 11 -- WORKING CONDITIONS

For purposes of this article, "work rules" shall mean a prescribed guide for conduct or action that affects the day-to-day functions of a position.

Section 1: A full-time work day shall consist of either eight (8) or ten (10) hours. A full-time workweek shall consist of forty (40) hours. A full-time workweek shall consist of either five (5) days of work and two (2) consecutive days off or four (4) days of work and three (3) consecutive days off in each seven-day period, unless otherwise agreed upon by both employee and employer.

Section 2: With management approval, an employee may designate a flexible work schedule, provided that the total workweek does not exceed forty (40) hours. Changes in any article of this Agreement that may be affected by this designation shall be mutually agreed upon by the Employer and the Federation prior to the initiation of the schedule.

Section 3: Excluding library and landfill clerks, if the Employer determines to assign employees to work Saturdays, Sundays, or evenings, such assignment shall be offered to qualified employees based on seniority within the affected department. Employees offered the work may refuse the assignment unless the employee is the least senior qualified employee in the department. In that case, the employee must accept the assignment.

Section 4: A one (1) hour duty free meal break shall be scheduled to commence no more than one (1) hour from the scheduled mid-point of the working day, unless another time is agreed to by both the employee and the supervisor.

Section 5: Part-time employees are entitled to one (1) fifteen (15) minute duty free rest period for every two (2) hours of continuous work, but not more than two (2) fifteen (15) minute periods per day. Under no circumstance will a break interfere with department business and with due regard given to continuity of the Employer's business. Employees may not use or compound break time to shorten the normal workday or use it as compensatory time unless the supervisor agrees to such an arrangement.

Section 6: 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 and compensated at one and one-half (1-1/2) times the regular rate of pay as set forth in Article 14. With prior approval from supervisor, an employee may receive time off at the rate of one and one-half (1-1/2) times for each call back hour worked in lieu of compensation.

Section 7: Upon request of one or more bargaining unit members, the Employer may allow two (2) employees to share one (1) position (job sharing) if agreement can be reached on the distribution of wages, hours, and other employee benefits on a pro-rata basis. This constitutes a situation in which two (2) employees share one (1) position, apportioning part of the hours to one and part to the other and earning wages and benefits based on that apportionment. One (1) person shall not fill more than one (1) position. Dividing a position from full-time to part-time needs to be mutually approved by the Employer and the Federation.

Section 8: Employees shall not be required to perform duties unrelated to their job description except as may be required to maintain the Employer's operation. Permanent reclassification will be applicable to these duties.

Section 9: The Employer agrees to furnish each affected employee hereunder with a copy of all existing work rules thirty (30) days after the effective date of this contract and also agrees to furnish each employee with a copy of any changes within ten (10) days before they become effective. New employees shall be provided with a copy of the work rules at time of hire. All modifications or additions to existing work rules shall not become effective until the Federation Representative/State Federation Representative has been furnished with a copy of the proposed additions or changes. The Federation reserves the right to file a grievance over the utilization of any new work rule adopted.

Section 10: Specifically excluded from the provisions of Section 9 are any restrictions upon the Employer's authority to make any orders or changes whatsoever in the case of an emergency.

ARTICLE 12 -- GRIEVANCE PROCEDURE

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 discharge of an employee.

Section 2: Grievance Steps

Step 1: Any dispute that may arise must be presented in writing to the employee's supervisor by the employee or along with the Union Representative within ten (10) working days of its occurrence or within ten (10) working days after the discovery of the fact of its occurrence. Within ten (10) working days of receipt of such dispute, the 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 Chief Executive or representative within ten (10) working days of the supervisor's decision in Step 1. Within ten (10) 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/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.

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: Grievances which cannot be settled in Steps 1 or 2 shall be submitted to a joint committee consisting of two (2) members selected by the Employer and two (2) members selected by the Union. All issues referred to this committee shall be in writing from the appropriate representatives of either party to the other and this committee shall meet and act on any grievance submitted to them within ten (10) calendar days from the date the question was submitted. Rules of procedure shall be established by the committee. The decision of the committee shall be binding on all parties. In the event the joint committee step is omitted by mutual agreement or cannot resolve the matter, an arbitrator shall be selected as outlined in Section 3.

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

Section 3: Arbitration:

If a satisfactory settlement is not reached in Step 3, the Union may, within ten (10) working days of notification, refer the grievance to arbitration by giving written notice to the Employer:

1) The Union shall specify the exact question or questions to be arbitrated. The parties will use the facilities of the Board of Personnel Appeals, State of Montana, to select an arbitrator. The arbitrator shall be selected within ten (10) days after receipt of the panel from the Board of Personnel Appeals, State of Montana. 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 40% by the prevailing party and 60% 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) 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.

ARTICLE 13 -- OVERTIME/COMPENSATORY TIME

Section 1: Either eight (8) hours or ten (10) hours of work shall constitute a regular workday and forty (40) hours of work shall constitute a regular workweek for full-time employees. However, nothing contained herein shall be construed to interfere with Article 3.

Section 2: Work performed in excess of the regular workday or the regular workweek shall be by prior approval of the employee's supervisor and paid at the rate of one and one-half (1-1/2) times the regular hourly wage set forth in Article 14. With the prior approval of the supervisor, an employee may receive time off at a rate of one and one half (1-1/2) times each additional hour worked over the regular workday or workweek in lieu of overtime pay. Employees directed to work on their scheduled day off in order to attend mandatory staff or administrative meetings shall receive the overtime rate of two (2) times the employee's regular wage for the hours of attendance at such meetings.

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: The Employer will ensure that all overtime for work related to Federation-covered positions will be offered to bargaining unit members within a department provided, in the judgment of the Employer, the bargaining unit members are capable of performing the

overtime work in an acceptable manner, before any non-bargaining unit employee is offered the overtime.

Section 5: If upon the complaint of an employee it is determined that there has been a mis-assignment or an error in the distribution of overtime opportunities, such employee shall be assigned the next overtime opportunity in his/her classification, department, and shift.

Section 6: All compensatory time off shall be taken at a time mutually agreeable to the employee and the Employer, and the employee shall be permitted to use such time off within a reasonable period after making the request if such does not unduly disrupt the operations of the department.

Section 7: Accumulation of compensatory time and cash out of such time shall be governed in compliance with the Fair Labor Standards Act.

Section 8: Compensatory time may be accrued to a maximum of 70 hours and may be used with approval of the employee's supervisor during the fiscal year. Compensatory time may be cashed out or carried over into the next fiscal year as follows:

1) If an employee chooses, they may cash out their accrued compensatory time two times per year (the first week in June and/or the first week in November). To cash out compensatory time, employees must request to do so in writing to the Payroll Office two weeks in advance. These payments will be made to the employee on separate payroll checks.
2) Employees may choose to carryover up to 40 hours of their compensatory time into the next fiscal year. To carryover compensatory hours, employees must request to do so in writing to the Payroll Office by May 15th of each year.
3) In the event a balance of compensatory hours remains two weeks prior to the last pay period of the fiscal year, Butte-Silver Bow will cash out the balance on the last payday of the fiscal year. This payment shall be made to the employee on a separate payroll check.

ARTICLE 14 -- COMPENSATION

Section 1: Clerks

Employees shall be paid in accordance with the classification plan set forth below, with the following exception: Any employee with a wage that exceeds the employee's classification wage as outlined below will retain the higher of the two.

July 1, 2019

Classification	Starting	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Clerk I	$13.98	$14.52	$15.07	$15.60	$16.14
Clerk II	$16.15	$16.69	$17.23	$17.76	$18.30
Clerk III	$18.31	$18.85	$19.38	$19.92	$20.46
Clerk IV	$20.47	$21.01	$21.54	$22.08	$22.62

July 1, 2020

Classification	Starting	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Clerk I	$14.26	$14.81	$15.37	$15.91	$16.46
Clerk II	$16.47	$17.02	$17.57	$18.12	$18.67
Clerk III	$18.68	$19.23	$19.77	$20.32	$20.87
Clerk IV	$20.88	$21.43	$21.97	$22.52	$23.07

Employees with a wage, as of June 30, 2019, that exceeds their classification wage will receive a 2.0% increase to their wage retroactive to July 1, 2019.

Employees with a wage, as of June 30, 2020, that exceeds their classification wage will receive a 2.0% increase to their wage on July 1, 2020.

Newly hired employees or existing employees that accept a new position within the Bargaining Unit shall start at the "starting" wage. An exception may be made through mutual agreement by the Union and Management when a current bargaining unit member, who holds a like classification, is the successful candidate. Employees shall advance laterally by one increment per year on the anniversary date of their hire into that position. Under no circumstances shall an employee advance laterally more than one increment in a single year.

In the event that an employee is on a Performance Improvement Plan when their date of hire anniversary occurs, the employee shall remain at the same increment and wage until successful completion of the Performance Improvement Plan. When the employee successfully completes the Performance Improvement Plan, they shall advance to the next increment and respective wage. The wage increase shall be retroactive back to the employee's date of hire anniversary.

Section 2: Library Clerks

Employees shall be paid in accordance with the classification plan set forth below, with the following exception: Any employee with a wage that exceeds the employee's classification wage as outlined below will retain the higher of the two.

July, 1, 2019

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Library Clerk I	$11.32	$11.70	$12.08	$12.45	$12.83
Library Clerk II	$12.84	$13.22	$13.60	$13.97	$14.35
Library Clerk III	$14.36	$14.74	$15.12	$15.49	$15.87
Library Clerk IV	$15.88	$16.26	$16.64	$17.01	$17.39

July, 1, 2020

Classification	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Library Clerk I	$11.55	$11.93	$12.32	$12.70	$13.09
Library Clerk II	$13.10	$13.48	$13.87	$14.25	$14.64
Library Clerk III	$14.65	$15.03	$15.42	$15.80	$16.19
Library Clerk IV	$16.20	$16.59	$16.97	$17.35	$17.74

Employees with a wage, as of June 30, 2019, that exceeds their classification wage will receive a 2.0% increase to their wage retroactive to July 1, 2019.

Employees with a wage, as of June 30, 2020, that exceeds their classification wage will receive a 2.0 increase to their wage on July 1, 2020.

Newly hired employees or existing employees that accept a new position within the Bargaining Unit shall start at the "starting" wage. An exception may be made through mutual agreement by the Union and Management when a current bargaining unit member, who holds a like classification, is the successful candidate. Employees shall advance laterally by one increment per year on the anniversary date of their hire into that position. Under no circumstances shall an employee advance laterally more than one increment in a single year.

In the event that an employee is on a Performance Improvement Plan when their date of hire anniversary occurs, the employee shall remain at the same increment and wage until successful completion of the Performance Improvement Plan. When the employee successfully completes the Performance Improvement Plan they shall advance to the next increment and respective wage. The wage increase shall be retroactive back to the employee's date of hire anniversary.

Section 3: Longevity compensation for all members covered by this Agreement will be paid at $12.00 per month for each year of service after the completion of five (5) years (i.e., at the beginning of the sixth (6) year). Part-time employees are entitled to longevity on a prorated basis.

Clerks currently receiving longevity prior to meeting the five (5) year requirement (i.e., at one (1), two (2), three (3), and four (4) year anniversaries) will continue to do so until they reach the five (5) year requirement, at which time they will be in-line with the longevity schedule and this exception will sunset.

Longevity will be calculated from the employee's first day of uninterrupted entry into the Bargaining Unit as defined in Article 10.

Section 4: If the Employer negotiates greater across-the-board raises with any other bargaining unit or unit in Butte-Silver Bow that are effective in the contract year July 1, 2020 through June 30, 2021, the parties agree to re-open the wage provisions of the contract for negotiations.

ARTICLE 15 -- SHIFT DIFFERENTIAL

Section 1: All employees working on Saturday, Sunday, and evenings (any time after 5:00 p.m.), shall receive an additional one-dollar and fifty cents ($1.50) per hour above their base wage. The additional compensation shall apply to actual hours worked. Shift premium will not be added to base wage for purposes of overtime.

ARTICLE 16 -- ADDITIONAL LIBRARY COVERAGE

Section 1: The Friday before the start of a new pay period, part-time Library Clerks will be responsible for notifying the Library Director in writing if they are interested in working extra hours during the upcoming pay period should the need for additional library coverage arise.

Section 2: When additional coverage is needed, part-time Library Clerks (per Section 1 above) in order of rotating seniority will receive preference for extra hours. These extra hours shall not cause an employee to exceed 40 hours in a work week unless approved by the Library Director. Refusal or non-response will result in the employee moving to the bottom of the list.

Section 3: If no part-time Library Clerks accept the additional coverage, the Library Director may offer the substitute work to any other non-union person at their discretion.

ARTICLE 17 -- PAYDAY

Section 1: Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis with paychecks issued every other Friday. If the designated payday falls on a holiday, paychecks will be issued on the last business day preceding the holiday. For the purposes of this article, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

ARTICLE 18 -- CLOTHING ALLOWANCE

Section 1: The Employer may designate and provide uniforms of its choice. A uniform is defined as any article of clothing, other than footwear, that has a Butte-Silver Bow emblem attached and cannot be worn outside of work. The designated uniform for Parking Enforcement Officers shall include approved footwear. If the uniform requires specific footwear it will be provided by the Employer. If the uniform requires specific cleaning requirements, the cost will be the responsibility of the Employer. Worn items or those damaged during the performance of duty shall be replaced by the Employer. Burden of proof is the employee's responsibility.

ARTICLE 19 -- GROUP HEALTH AND WELFARE

Section 1: The Employer's FY20 monthly health and welfare contribution (retroactive to July 1, 2019) shall be increased by $30.00. The Employer's FY21 monthly health and welfare contribution (July 1, 2020) shall be increased by an additional $30.00.

Section 2: Clerks

Classification	Employer Contribution	
	July 1, 2019	July 1, 2020
Single	$1,159.80	$1,189.80
Two-Party	$1,193.85	$1,223.85
Family	$1,217.79	$1,247.79

Section 3: Library Clerks

Classification	Employer Contribution	
	July 1, 2019	July 1, 2020
Single	$1,159.80	$1,189.80
Two-Party	$1,218.25	$1,248.25
Family	$1,232.29	$1,262.29

Section 4: The Employer will pay the employer contribution for less than full-time bargaining unit members as follows:

75% Time or Above	100%
50% Time to 75% (with 3+ years of Seniority in the Clerk's Bargaining Unit)	100%
50% Time to 75% (with less than 3 years of Seniority in the Clerk's Bargaining Unit)	75%
Less Than 50% Time	50%

Half-time employees will receive the increased contribution amount as described above beginning the first full pay period upon reaching their third year of service in the Bargaining Unit.

Section 5: It is agreed and understood that if the total cost of the premium is less than the Employer's contribution, then the difference shall not be deferred to wages, pension, and/or fringe benefits.

Section 6: Should the Bargaining Unit find a better and cheaper insurance carrier, the Bargaining Unit, upon 45 days written notice, shall have the option to withdraw from Butte-Silver Bow's Group Health Insurance Plan. In that case, Butte-Silver Bow agrees to pay the cost of the new carrier's monthly premium up to $1,163.85 plus $30 on July 1, 2019 ($1,193.85) and an additional $30 on July 1, 2020 ($1,223.85).

Section 7: The Employer agrees to continue to pay the Employer's portion of the premium cost for participation in the insurance plan for up to ninety (90) days for employees who are in a leave without pay status because of illness or injury.

Section 8: During the term of this contract, if the Employer negotiates greater across-the-board increases or goes to a percentage based contribution for health insurance premiums with any other bargaining unit or unit within BSB, the parties agree to re-open the insurance provision of this contract for negotiation.

ARTICLE 20 -- CLASSIFICATION REVIEW PROCESS

Section 1: Classification Review Committee

The Classification Review Committee is charged with reviewing new or changed job descriptions, adjudicating a job description that has been challenged as improperly placed, and determining the proper classification and wage increment placement for such job descriptions. Under no circumstances shall the Committee consider or be involved with the hiring, promotion, or wage setting for any specific employee.

Should an employee challenge their classification or wage increment placement, or should management challenge a classification or wage increment placement or choose to change or add a new position description, the Classification Review Committee shall review the classification and determine the position's proper placement within thirty (30) days.

The Classification Review Committee shall be composed of six (6) members:

1) Two (2) members representing management, appointed by the Butte-Silver Bow Chief Executive.
2) Two (2) members representing the Union, the Union President or his/her designee and another union member appointed by the Union President.
3) The Director of Human Resources.
4) An independent member jointly selected by the Director of Human Resources and the Union President.

Every effort shall be made to ensure the neutrality of all committee members. In the event a committee member has a conflict of interest that would preclude them from making an unbiased decision on a classification issue, the committee member shall recuse themselves. In the event of a vacancy on the Committee, due to a member recusing themselves or for any other reason, the replacement shall be chosen in the following manner:

1) The Union President shall appoint a replacement for a union vacancy.
2) The Butte-Silver Bow Chief Executive shall appoint a replacement for a management vacancy.
3) The Director of Human Resources shall be replaced by the Human Resources Specialist.
4) The independent member replacement shall be jointly selected by the Director of Human Resources and the Union President.

In the event a suitable unbiased replacement cannot be found, the committee vacancy shall remain open for that particular classification decision. The remaining committee members shall make the classification decision.

All decisions by the Committee must be by unanimous consensus.

Section 2: The effective date of reclassification and any resulting wage increase shall be the date on which the challenge was filed. The classification system existing on the date the challenge was filed shall be the system used to request reclassification.

Section 3: Any denied classification challenge shall be final until there is a bona fide change in the employee's duties and responsibilities or unless there is evidence that the decision was based on discrimination or a disregard of the facts. In the latter case, the challenge may be pursued through the grievance procedure.

Section 4: No employee shall suffer any retaliation nor shall any of their duties or responsibilities be lowered as a result of filing a classification challenge.

ARTICLE 21 -- HOLIDAYS

Section 1: All permanent employees shall be granted the following holidays without loss of pay. Full-time employees shall receive eight (8) hours of pay at their regular straight time hourly rate of pay. Part-time employees shall receive a pro-rated amount based on their regular number of hours worked:

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) Veteran's Day, November 11
9) Thanksgiving Day, the fourth Thursday in November
10) Christmas Day, December 25
11) State General Election Day
12) Every day declared a legal holiday by the President or Congress of the United States of America

Section 2: Employees required to work on a holiday will be paid their regular wage plus an additional one and one-half (1½) days wage as set forth in Article 14. By mutual agreement, if the employee voluntarily chooses to work a holiday, the employee may choose a different day off during the same pay period; standard pay rate applies to holiday.

Section 3: Any employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off either on the day preceding

or the day following the holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.

Section 4: To be eligible for holiday pay an employee must be on the active payroll of the Employer and must have worked their full regularly scheduled workday before and after the holiday unless excused by the Employer. Such excuse shall be submitted in written form to the employee's supervisor.

ARTICLE 22 -- PERSONAL LEAVE

Section 1: Upon completion of the probationary period, members of the Bargaining Unit shall be entitled to six (6) days of personal leave (clerks accrued on a calendar year and library clerks accrued on a contract year), subject to the following:

1) employees must have completed the probationary period;
2) the leave will not accrue from year-to-year if it is not taken; and
3) use of personal leave must not disrupt the efficient operation of the Employer and must be approved in writing by the supervisor.

Full-time employees shall receive eight (8) hours of pay at their regular straight time hourly rate of pay. Part-time employees shall receive a pro-rated amount based upon the number of hours worked the preceding contract year. An employee must have worked a full contract year to receive the pro-rated amount as above and if not will receive four (4) hours if they are classified as ½ time and six (6) hours for ¾ time, etc.

Section 2: Requests for advanced personal leave cannot be made more than fourteen (14) calendar days in advance of the leave date requested. Requests shall be considered in the order received. Bumping will not be allowed. Personal leave will be scheduled upon the approval of Department Director or designee.

ARTICLE 23 -- PROFESSIONAL LEAVE

Section 1: 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 efficient operation of the department. Attendance at such meetings 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 24 -- VACATION

Section 1: Each permanent, full-time employee 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 any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Permanent, part-time employees are entitled to prorated annual vacation credits from the first day of employment; 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.

Seasonal employees shall earn vacation credits; however, such persons must be employed six (6) qualifying months before they are entitled to any vacation leave with pay. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

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

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

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:

Years of Employment	Working Days Credit
1 Day to 10 Years	15
10 years to 15 years	18
15 years to 20 years	21
20 years +	24

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits must be credited with one (1) year of employment for each period of:

1) 2080 hours of service following employee's date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which employee is in a pay status or on an authorized leave of absence without pay; regardless of the number of hours of service in the pay period; or

2) 12 calendar months in which employee was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any one month.

Section 2: Covered employees on approved leave of absence from employment for military purposes in accordance with the provisions of 2-18-614, MCA shall have the duration of the leave of absence considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits.

Covered employees on the payroll April 1, 2003 who are receiving time served in the military toward the vacation leave credit provided for above outside of the provisions of 2-18-614, MCA

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shall continue to receive such credits. Covered employees who petition for such credit after April 1, 2003 shall not have military time credited as provided above.

Section 3: For the purpose of this article, payment for vacation time is based on the employee's regular straight time hourly wage.

Section 4: Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 5: 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 6: Requests for normal annual vacation leave shall be submitted in writing by the employee to his/her supervisor for approval at least five (5) working days prior to the start of the vacation. The five (5) day notice may be waived upon approval of the supervisor. The supervisor shall maintain records of vacation allowances.

Section 7: Choice of vacation dates shall be granted in any increment whenever practical, but requests may be denied on the basis of the Employer's operating requirements. When more employees than can be spared request a particular period, preference will be in the order of seniority.

Each department shall distribute a vacation-planning schedule for the coming year. Planning schedule distribution shall be determined by each Department Director or their designee. Members shall, in order of seniority, indicate their first choice of contiguous vacation day selection on the form by January 31st. After all members have made a first choice, the senior member shall make a second choice of contiguous vacation days and circulate the vacation-planning schedule around again. The second selection shall be completed by March 31st. Once vacations have been selected and approved by management, employees may not be bumped by a senior employee. Vacations must be approved by management. Requests received after March 31st shall be considered in the order received. If a member decides not to use a scheduled vacation, they shall notify their Department Director or designee in writing as early as possible prior to their scheduled vacation to allow other members an opportunity to put in for those dates.

Section 8: Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer.

Section 9: Except as provided in Section 10, 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 10: It is the responsibility of the supervisor 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 9 and the supervisor denies this request, the excess vacation leave is

not forfeited, and the supervisor 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 9.

Section 11: An employee who terminates employment for a reason 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 forth above.

However, 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 12: In the event of death of an employee, unused earned vacation time shall be paid the employee's heirs at their then current rate of pay.

ARTICLE 25 -- JURY DUTY

Section 1: Each employee who is under a proper summons as a juror 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 the employer. However, if an employee elects to charge juror time off against annual leave, they shall not be required to remit juror fees to the Employer. In no instance is an employee required to remit to Employer any expense or mileage allowance paid 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 to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the employer. However, if an employee elects to charge witness time off against annual leave, they shall not be required to remit witness fees to the Employer. In no instance is an employee required to remit to Employer any expense or mileage allowances paid 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 26 -- MILITARY LEAVE

Section 1: In accordance with 10-1-1009 MCA, paid military leave for public employees shall be follows:

1) An employee of the state or of any political subdivision, as defined in 2-9-101 MCA, who is a member of the National Guard of Montana or any other state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least six (6) months must be given leave of absence with pay accruing at a rate of 120 hours in a calendar year, or academic year if applicable, for performing military service.

2) Military leave may not be charged against the employee's annual vacation time.

3) Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 hours in any calendar or academic year.

ARTICLE 27 -- SICK LEAVE

Section 1: "Sick Leave" means an absence with pay for an illness or injury suffered by an employee or a member of their immediate family. Immediate family is defined as spouse, children, parents, siblings, grandparents, and grandchildren and spouse's children, parents, siblings, grandparents, and grandchildren.

Section 2: 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 earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Sick leave credits shall be credited at the end of each pay period; however, employees are not entitled to be paid sick leave until they have been continuously employed ninety (90) calendar days.

Section 3: Permanent, part-time employees are entitled to prorated sick leave benefits from the first day of employment; however, employees are not entitled to any sick leave with pay until they have been continuously employed for a period of ninety (90) calendar days.

Section 4: Full-time, temporary and seasonal employees shall earn sick leave credits; however, such persons must be employed ninety (90) calendar days before they are entitled to any sick leave with pay. In order for seasonal employees to qualify, they must immediately report back for work when operations resume in order to avoid a break in service

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

Section 6: Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 7: Employees may participate in the Butte-Silver Bow Sick Leave Donation Policy (Policy 321) which allows employees who have exhausted all leave benefits to access a pool of sick leave hours. The program is strictly voluntary and employees electing to participate must adhere to the requirements set forth in the policy.

Section 8: The Employer may require a medical verification of any sick leave in excess of three (3) working days.

Section 9: An employee who has been unable to work for a period of ten (10) or more working days due to illness or accident shall be required, before being permitted to return to work, to provide medical evidence (physical and/or psychological) that they are again able to perform all significant duties of the position in a competent manner and without hazard to the employee or others.

Section 10: An employee who terminates employment for a reason not reflecting discredit is entitled upon the date of such termination to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave, assuming the employee has worked the qualifying period. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's wage at the time the employee terminates employment. The payment is the responsibility of the agency in which the sick leave accrues. However, where an employee transfers between agencies within the same jurisdiction, the employee is not entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick leave credits transferred with the employee.

Section 11: An employee who receives a lump-sum payment pursuant to Section 10 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 12: Abuse of sick leave is cause for dismissal and forfeiture of the lump sum provided for in this act. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline. Administered discipline is subject to the grievance procedure of this Agreement.

ARTICLE 28 -- DISABILITY/MATERNITY LEAVE

Section 1: Disability and maternity leave will be granted in accordance with the Americans with Disabilities Act (ADA), Family Medical Leave Act (FMLA), Montana Human Rights Act (MHRA), and all other applicable local, state, and federal law.

ARTICLE 29 -- LEAVE FOR BEREAVEMENT

Section 1: When there is a death of an immediate family member, up to five (5) days of accrued sick leave time may be granted. Immediate family is defined as spouse, children, parents, siblings, grandparents, and grandchildren and spouse's children, parents, siblings, grandparents, and grandchildren.

ARTICLE 30 -- LEAVE WITHOUT PAY

Section 1: A leave of absence without pay may be granted by the Employer upon written request of the employee. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.

ARTICLE 31 -- EMPLOYEE PERSONNEL FILES

Section 1: An employee may inspect their personnel file at any time and request a copy of any document therein. Any disciplinary document placed in a personnel file shall first be discussed with and signed by the employee who shall be provided a copy of the document prior to it being placed in the file. An employee may attach a rebuttal statement to any disciplinary document in their file.

Section 2: Material placed in the personnel file of an employee without conformity to the provisions of Section 1 may not be used by the Employer in any subsequent evaluation or disciplinary proceeding.

Section 3: A documented Level 1 infraction will be retained in an employee's personnel file for one (1) year from date of incident with implementation of a performance improvement plan.

A documented Level 2 infraction will be retained in an employee's personnel file for two (2) years from date of incident with implementation of a performance improvement plan.

A documented Level 3 infraction will be retained in an employee's personnel file for three (3) years with implementation of a performance improvement plan.

ARTICLE 32 -- SAFETY

Section 1: The Employer shall provide a place of employment which does not endanger the health or safety of any employee.

Section 2: The employee shall perform all duties and work assignments in a safe, healthy, and environmentally sound manner. Specifically, complying with the Health and Safety Program; maintaining work areas in a safe and orderly manner; identifying and reporting unsafe conditions; reporting all accidents; wearing required personal protective equipment; and attending safety-related meetings, training sessions, fit testing, etc.

Section 3: The Employer will pay for immunizations against hepatitis and other diseases as deemed necessary.

ARTICLE 33 -- NO STRIKE-NO LOCKOUT

Section 1: During the term of this Agreement, the Employer will not lockout an employee as a result of a labor dispute, and the Union will not cause or authorize any interruption of production of any employer operations. It shall not be in violation of this Agreement or cause for discharge or disciplinary action in the event a member of the Bargaining Unit refuses to enter upon any property, including the Employer's place of business, involved in a labor strike.

ARTICLE 34 -- EMPLOYEES INJURED ON-THE-JOB

Section 1: An employee who is injured on-the-job and is either:

1) temporarily able to work in some capacity, but unable to earn his/her pre-injury wage or
2) temporarily unable to do any work at all can augment with accrued sick leave (excludes sick leave pool donations), vacation, comp time, or personal leave, the difference between the employee's full salary and the amount received from worker's compensation until the disability has ceased, as determined by Workers' Compensation.

ARTICLE 35 -- SEVERABILITY

Section 1: If any provision of this Agreement is 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 36 – TERM OF AGREEMENT

Section 1: This Agreement is effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2021, 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 June 30th of any year, indicating that changes are desired in any or all of the Agreement or termination of the same.

Section 2: By mutual agreement, negotiations may commence at any time thereafter.

ARTICLE 37 -- ENTIRE AGREEMENT

The parties also agree to the following:

The terms and conditions of this Agreement will be retroactive to July 1, 2019. All wage and health and welfare benefit increases will be paid retroactive to the specified dates with the retroactivity paid by separate check.

IN WITNESS WHEREOF, the parties have here to set their hands at Butte-Silver Bow, Montana, the day and date first written above.

FOR:
FEDERATION OF BUTTE-SILVER BOW PUBLIC EMPLOYEES, LOCAL NO. 4372 (MFPE)

BY: _____
Field Representative

FOR:

CITY-COUNTY OF BUTTE-SILVER BOW, MONTANA

DocuSigned by:
BY: Dave Palmer
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Chief Executive

ATTESTED:

DocuSigned by:
BY: Sally J Hollis
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Sally Hollis Clerk & Recorder