

19-447  
Agreement

# COLLECTIVE BARGAINING AGREEMENT

between

**The City-County of  
Butte-Silver Bow, Montana**

and

**The Laborers' International Union of  
North America, Local No. 1686  
(Residential Metals Abatement Program)**

**November 1, 2018 – October 31, 2020**



**LiUNA!** LOCAL  
**1686**  
*Feel the Power*

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## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA (LIUNA), LOCAL NO. 1686, hereinafter referred to as the "UNION" and the CITY-COUNTY OF BUTTE-SILVER BOW, STATE OF MONTANA, a body corporate and politic, under the Montana Constitution, hereinafter referred to as the 'EMPLOYER". Letters of Understanding entered into under previous agreements are superseded by this agreement if their meaning and intent have been addressed in this document.

### **WITNESSETH THAT:**

WHEREAS, the parties hereto desire to enter into an AGREEMENT whereby working rules, conditions of employment, hours of work, and wage scales may be established in an effort to promote a spirit of harmony and cooperation between the Union and the Employer to their mutual benefit;

NOW, THEREFORE, in consideration of the premises and mutual benefits accruing to, and hereinafter to accrue to the respective parties, it is hereby agreed as follows:

### **ARTICLE 1 -- RECOGNITION**

**Section 1:** Butte-Silver Bow recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all Metals Abatement and Sampling Technicians employed by the City-County of Butte-Silver Bow, with the exception of positions classified as temporary and positions defined as management official, supervisory employee, or confidential employee pursuant to Section 39-31-103, MCA.

### **ARTICLE 2 -- MANAGEMENT RIGHTS**

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

- (1) to direct the workforce;
- (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:** Except as otherwise expressly and specifically provided for in this Agreement or by past practice, the Employer shall manage the business and direct the work force.

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

### **ARTICLE 3 -- UNION SECURITY/DUES CHECK-OFF**

**Section 1:** Pursuant to MCA 39-21-203, upon written authorization of any public employee within a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative.

**Section 2:** Should the Union notify the Employer that any person within their respective bargaining unit is not in good standing, it shall be obligatory upon the Employer to remove said employee from the job not later than the third (3<sup>rd</sup>) day following receipt of such notice. The Union defines a member in good standing as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union's labor organization.

**Section 3:** Said notice to the Employer from the Union shall be made under the Union's letterhead and shall state the full and complete facts under which the loss of good standing has occurred. Further, said notice shall be attested to by the financial secretary, or other person so charged by the constitution of that organization to administer the financial matters, and one (1) other duly elected official of that labor organization.

**Section 4:** During the life of this Agreement and to the extent the laws of the State of Montana permit, the Employer will deduct periodic membership dues from the pay of each employee covered by this Agreement. The cost of administering said deduction shall be borne by the Employer.

**Section 5:** Payroll deduction of membership dues shall be made from the employee's bi-weekly payroll (with exception of the third (3<sup>rd</sup>) payroll in a month); provided, however, the initial deduction for any employee shall not begin unless the amount of the monthly membership dues certified by the financial secretary of the Union has been delivered to the

Employer at a place designated by said Employer at least thirty (30) calendar days prior to the last payday of the calendar month. Changes in the amount of the monthly membership dues must be delivered to the Employer at least thirty (30) calendar days prior to the last payday of the calendar month before the change becomes effective.

**Section 6:** All sums deducted by the Employer shall be remitted to the financial secretary of the Union, at an address provided to the Employer by the Union, once each month by the fifteenth (15<sup>th</sup>) calendar day of the month following the month in which the deductions were withheld, together with a list of names and the amount deducted for each employee for whom a deduction was made.

**Section 7:** The Union agrees to indemnify, defend, and hold harmless the City-County of Butte-Silver Bow, its Council of Commissioners, and its administrators against all claims or other forms of liability and court costs arising out of the provisions of this Article.

#### **ARTICLE 4 -- UNION RIGHTS**

**Section 1:** The Employer recognizes the right of the Union to appoint or otherwise designate a union steward. The Business Manager of the Union shall notify the Employer of the appointment and identity of the Union Steward. The Union Steward shall see that the terms of this agreement are observed by both the Employer and the employee on the job. At no time shall the Union Steward have the right to cause a work stoppage or slowdown of production. With prior approval from the Employer, the Union Steward shall be granted a reasonable amount of work time, to be mutually agreed upon, for the administration of his or her office.

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

**Section 3:** Butte-Silver Bow shall permit an authorized representative of the Union to visit the work area of the employees during working hours and confer on employment relations matters, so long as in the judgement of the Employer, it does not disrupt the normal Butte-Silver Bow operations and permission is first received from the Employer to do so.

**Section 4:** Butte-Silver Bow shall permit the posting of official union information and bulletins pertinent to union business and of non-political nature on a designated bulletin board

located in a visible area of the RMAP Shop and sufficient in size to accommodate the needs of the Union.

**ARTICLE 5 – BARGAINING UNIT WORK**

**Section 1:** Except in the case of an immediate supervisor filling in for an absent bargaining unit employee and as per past practice, persons not in the Bargaining Unit covered by this agreement shall not perform any of the work of bargaining unit employees covered by this agreement.

**ARTICLE 6 – SUBCONTRACTING**

**Section 1:** The Employer commits itself to the objective of maintaining full-time employment for its permanent employees for remediation purposes, but reserves the right to contract work out in situations of unforeseen or unscheduled emergency or when existing bargaining unit employees are unavailable to perform the work.

**Section 2:** In the event of a financial emergency that may result in the loss of program funding that would necessitate contracting of work, the Employer agrees to give fifteen (15) working days written notice to the Union prior to contract letting and to schedule a meeting with union officials prior to contract award.

**ARTICLE 7 – 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 dispute.

**ARTICLE 8 – NON-DISCRIMINATION**

**Section 1:** Neither the Employer nor the Union 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, the Family and Medical Leave Act, and other applicable laws ensuring equal employment opportunities to qualified individuals with a disability, reasonable accommodations will be provided for the known physical or mental limitations of an otherwise qualified individual with a disability unless: (1) it's an undue hardship for the Employer, (2) it's a direct threat to the health and safety of the individual or others, or (3) other job-related considerations exist.

**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 9 -- RECRUITMENT**

**Section 1:** The Union shall be provided a copy of any job posting for a laborer in any department covered under the scope of any laborers' agreement with the Employer. Such job posting shall be posted by the Employer for a minimum of five (5) working days at the RMAP Shop before posting externally. All employees covered under this agreement may apply internally and, if qualified, shall have preference in being awarded laborer positions covered under the scope of any laborers' agreement with the employer.

**Section 2:** Temporary employees shall not be used to eliminate a permanent position or delay filling a vacated permanent position.

#### **ARTICLE 10 -- PROBATIONARY PERIOD**

**Section 1:** All new permanent employees shall serve a six (6) month probationary period. The Employer may, at its discretion, dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be eligible to use the grievance procedure as set forth in Article 27 as a means of contesting their dismissal.

#### **ARTICLE 11 -- SENIORITY**

**Section 1:** The Employee shall establish seniority from the first date of entry into the Bargaining Unit.

**Section 2:** All things being equal, the employer shall recognize seniority as the determining factor in assignment to a higher paid position.

**Section 3:** In cases of lay-off or reduction in force (RIF), the last person hired will be the first person laid off or RIFed, the last person laid off or RIFed will be the first person rehired.

**Section 4:** Any employee laid-off shall receive a written layoff notice with a reason for layoff (i.e., reduction in force); notice shall also state if the employee is eligible for rehire.

**Section 5:** Employees RIFed as a result of the Employer's loss of the Metals Abatement Program funding shall maintain preference for twelve (12) months from date of RIF for other laborer positions within Butte-Silver Bow for which they are qualified.

**Section 6:** Seniority shall be terminated by: (1) discharge for cause; (2) voluntary quit; (3) twelve (12) consecutive months of unemployment through layoff or RIF from that particular employment; (4) absence from work except for bona fide sickness or granted leave of absence (in the case of bona fide sickness, the Employer may demand a certification from a reputable physician after a period of thirty (30) days); (5) failure to report for work within forty-eight (48) hours after being notified in writing of recall; and (6) securing other employment during an approved leave of absence, unless mutually agreed upon between the Employer and the employee.

It is understood that written notice to the Union of a vacancy in a classification for which an employee is eligible for recall shall be notice to the employee if that employee is specifically named in such notice to the Union.

**Section 7:** An updated seniority list prepared by the Human Resources Office shall be posted on the bulletin board at the RMAP Shop on the 1<sup>st</sup> day of January of each year.

## **ARTICLE 12-- HOURS OF WORK**

**Section 1:** The regular work week shall be Monday thru Friday. Eight (8) hours of work shall constitute a day's work for all members of the Union. Forty (40) hours shall constitute a work week.

**Section 2:** Employees shall be ready for duty at the start of their shift, including meeting respiratory protection requirements.

**Section 3:** There is no established lunch period during a work shift. It is understood by the parties that employees shall have a lunch period of no more than 30 minutes as time permits. If necessary, the Employer may request employees to suspend their lunch time. If so, the employee shall not be eligible for additional compensation. This provision may be changed by mutual agreement between the parties.

**Section 4:** Employees are required to take a minimum of two (2) fifteen (15) minute breaks per shift. Under no circumstance will a break interfere with department business. Employees may not use or compound break times to shorten the normal work day or use it as compensatory time unless the supervisor agrees to such an arrangement.

**Section 5:** There shall be no split shifts and no member of the Union shall be required to commence more than one shift in any one (1) twenty-four (24) hour period (starting at

midnight); however, members of the Union may work a split shift if requested by the Employer, and said members desire to do so.

**Section 6:** A shift of four (4) consecutive ten (10) hour days that does not adversely impact the performance of the operation may be implemented by mutual agreement. The Union recognizes that a 10-hour shift schedule may not be feasible for some functions of the operation. Management reserves the right to evaluate, with the Union, the effectiveness of an implemented 10-hour shift schedule and modify or discontinue based on the requirements of the operation.

### **ARTICLE 13 -- REPORTING**

**Section 1:** Members of the Union may be employed less than eight (8) hours; however, said members shall receive at least four (4) hours pay after starting work and at least eight (8) hours pay for work performed over four (4) hours at the base hourly wage set forth in Article 14; provided, however, that in the event an employee shall be unable to work a full shift by reason of inclement weather as determined by management, he/she shall be paid for only the actual hours worked.

**Section 2:** Except in the case of extreme emergencies beyond the control of the Employer, employees shall be notified at least eight (8) hours prior to the start of their shift if there will be no work available. Such notification shall be made on a seniority basis.

**Section 3:** An employee reporting for work without being notified that there is no work available will receive four (4) hours of pay in lieu thereof.

### **ARTICLE 14 -- WAGES**

**Section 1:** November 1, 2018 -- \$22.03 (1.5%)  
November 1, 2019 -- \$22.36 (1.5%)

**Section 2:** All employees hired under the scope of this agreement shall start at the regular base wage plus fringe benefits.

### **ARTICLE 15 -- LEAD PAY**

**Section 1:** When an employee of the Union is authorized by a supervisor to supervise two (2) or more employees, the employee shall receive an additional \$1.00/hour.

### **ARTICLE 16 -- CERCLA PAY**

**Section 1:** When performing CERCLA-related duties, the employee shall receive an additional \$1.00 per hour for work performed at or less than two (2) hours. Any work

performed over two (2) hours shall be paid four (4) hours and any work performed over four (4) hours shall be paid eight (8) hours.

#### **ARTICLE 17 – OVERTIME**

**Section 1:** All work performed in excess of eight (8) hours (or ten (10) hours, if a four ten schedule is in place) in any one day shall be paid at the rate of two (2) times the base hourly wage set forth in Article 14.

**Section 2:** All work performed on Sunday shall be paid at the rate of two (2) times the base hourly wage set forth in Article 14.

**Section 3:** All work performed on a holiday shall be paid at the rate of two (2) times the base hourly wage set forth in Article 14.

**Section 4:** Available overtime shall be offered on a rotating seniority basis to those employees qualified to perform the work. Refusal of overtime work shall be considered time worked for rotation purposes. A seniority list will be posted for those employees desiring overtime.

#### **ARTICLE 18 -- COMPENSATORY TIME**

**Section 1:** Upon mutual agreement employees may be allowed to accrue and use compensatory time in lieu of overtime compensation subject to the following:

- (1) Compensatory time will accrue at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- (2) Compensatory time may not accrue beyond 240 hours, which represents not more than 160 hours of actual overtime worked.
- (3) Supervisor approval must be obtained prior to accrual of or use of compensatory time.
- (4) Upon termination, unused compensatory time will be paid to the employee at their final rate of pay.

#### **ARTICLE 19 -- CALL OUT**

**Section 1:** An employee called out for work between regularly scheduled shifts shall receive at least four (4) hours pay after starting to work at a rate of two (2) times the employee's base hourly wage set forth in ARTICLE 14. After four (4) hours worked, the time actually worked shall be paid at two (2) times the base hourly wage set forth in ARTICLE 14.

## **ARTICLE 20 – LONGEVITY**

**Section 1:** In addition to the base wage provided in Article 14, an employee is entitled to a longevity allowance, provided the employee works three (3) years of uninterrupted service beginning with the employee's date of entry into the bargaining unit. For those employees hired prior to May 1, 2015, the three (3) years of uninterrupted service begins with the employee's date of hire into the Superfund Program.

**Section 2:** Longevity is calculated at \$65.00 per year times the employee's years of service.

**Section 3:** Longevity will be paid on a separate check on the anniversary date of the employee's entry date into the bargaining unit or, for those hired prior to May 1, 2015, on the anniversary date of their hire into the Superfund Program.

## **ARTICLE 21 -- TIMECARDS AND PAY SCHEDULE**

**Section 1:** Each employee shall review and sign his/her own timecard.

**Section 2:** Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis with payroll issued every other Friday by live check or direct deposit as requested by the employee. If payday falls on a holiday, payroll will be issued on the preceding business day. For the purpose of this Article, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

**Section 3:** Accrued vacation and sick leave earned by employees shall be reflected on each check stub or electronically each pay period.

## **ARTICLE 22 -- SAFETY AND HEALTH**

**Section 1:** The Employer and the Union agree that safety and health is extremely important to the wellbeing of the individual employee, their co-workers, and the general public.

**Section 2:** It shall be the responsibility of the employee to act in a safe and responsible manner.

**Section 3:** The Employer agrees to take reasonable measures to provide a safe and healthy place to work in accordance with existing federal and state regulations.

**Section 4:** Employees are encouraged to make recommendations in the matter of safety and health, and have the responsibility to report all observed safety and health hazards to the Employer.

**Section 5:** A boot and clothing allowance of \$400.00 per anniversary year (taxes levied) will be provided to the employee for the purchase/replacement of steel/hard-toed boots, lined

coveralls, and work pants/shirts/sweatshirts. The \$400.00 allowance will be a once-a-year lump sum payment to the employee, paid on the employee's first paycheck following their date of hire and thereafter on the first paycheck following their anniversary date.

**Section 6:** The Employer shall provide without cost to the employee all required personal protective equipment required of the employee to perform their job.

**Section 7:** The Employer shall provide all required employee training that pertains to the employee's handling and exposure to lead, as well as asbestos awareness training and lead-based paint training, as needed.

**Section 8:** The employer shall provide monitoring and medical testing of employee's exposure to lead.

## **ARTICLE 23 -- HEALTH AND WELFARE**

**Section 1:** The Employer agrees to be bound by the "Highway and Heavy Construction Labor Contract" as it pertains to health and welfare between the Montana Contractors' Association, Inc. and LIUNA, Local No. 1686 for the State of Montana affiliated with the Laborers' International Union of North America dated May 24, 1971, together with all modifications and extensions thereof; and the Employer agrees to make the Health and Welfare payments provided in said Highway and Heavy Construction Labor Contract for each of its employees covered by this Agreement and to make reports on such forms as may be required by the Administrator to the "Laborers – AGC Trust of Montana". For the period November 1, 2018 through October 31, 2019, the payments will be at the rate of six dollars and one cent (\$6.01) per compensable hour and for the period November 1, 2019 through October 31, 2020, the payments will be at the rate of six dollars and eighteen cents (\$6.18) per compensable hour. Any increases in the above-stated amounts for the term of the agreement shall be assumed by the employee with the employee paying the difference through a voluntary payroll deduction.

**Section 2:** The Employer approves and adopts the Agreement and Declaration of Trust entered into the 2<sup>nd</sup> day of June, 1961, between the Montana Contractors Association, Inc., and LIUNA, Local No. 1686 for the State of Montana and designates H.J. Anderson, Lyman Threet, Jack Marlow, and/or their successor trustees appointed by the Montana Contractors' Association, Inc., as the Employer's representatives in the administration of said trust fund as provided in said Agreement and Declaration of Trust.

**Section 3:** Payments as to the "Laborers-AGC Trust of Montana" must be mailed to: Laborers-AGC Trust of Montana, % Great Falls National Bank, Great Falls, Montana, on or before the 20<sup>th</sup> day of each succeeding month.

**Section 4:** The Employer agrees to comply with the requirements necessary to place the Health and Welfare Plan provided for, or to be provided for, by said "Laborers-AGC Trust of Montana" in effect, for its employees covered by the Agreement and any extension thereof. This contribution is in lieu of wages.

**Section 5:** Employees off work due to a work-related injury and receiving Worker's Compensation benefits may use earned sick leave to supplement their Worker's Compensation benefit in order to receive 100% of their current wage. During this period of sick leave supplementation, the employee's other benefits will be maintained.

**ARTICLE 24 -- VACATION**

**Section 1:** Permanent, full-time employees shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2080 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.

**Section 2:** Permanent, part-time employees shall earn annual vacation leave credits on a pro-rated basis from the first day of employment. Vacation leave credits shall be credited at the end of each pay period; however, employees are not entitled to vacation leave with pay until they have worked the qualifying period.

**Section 3:** Seasonal employees shall earn annual vacation leave credits from the first day of employment based on the number of hours they are working. Vacation leave credits shall be credited at the end of each pay period; however, such persons are not entitled to vacation leave with pay until they have worked the qualifying period. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

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

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

<b>Years of Employment</b>	<b>Vacation Days Earned</b>
Day 1 to 10 years	15
10 years to 15 years	18
15 years to 20 years	21
20 years or more	24

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

**Section 6:** Except as provided in Section 9, 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 90 calendar days from the last day of the calendar year in which the excess was accrued.

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

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

**Section 9:** It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under Section 6 and the employing agency denies the request, the excess vacation leave 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 6.

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

**Section 11:** In the event of death of any employee, unused earned vacation time shall be paid to the employee's heirs at the then current rate of pay.

**Section 12:** The Employer shall keep records of vacation leave allowances, and shall schedule vacation leave with particular regard to the seniority of employees in accordance with operating requirements, and insofar as possible, with the written request of the employee. Vacation time may be taken as requested by the employee and concurred in by the supervisor.

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

**Section 14:** Any member of the Union who now receives a vacation accrual of more than the minimum vacation accrual provided herein shall be red circled and continue to receive such

increased vacation period until they move into the next category as outlined in Section 5 of this Article.

**Section 15:** All members of the Union shall be entitled to the following terms:

- (1) Department seniority shall govern as to the choice of vacation time.
- (2) Employees may split vacation time, but seniority shall apply to only the first split.
- (3) One-third (1/3) of the employees in each department may select the same vacation period.
- (4) Vacation dates shall be mutually agreeable to employer and employee. Vacations shall begin on the first day of the week; however, casual vacation days may be granted, and while every effort will be made to accommodate the desires of the employees, the right to schedule casual days will remain with the Employer and requests may be denied on the basis of the Employer's operating requirements.
- (5) Vacation pay shall be paid before the start of the vacation if it is requested in writing to the Payroll Clerk at least seven (7) days prior to the start of the vacation.

#### **ARTICLE 25 -- SICK LEAVE**

**Section 1:** Permanent, full-time employees shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits earned shall be credited at the end of each pay period; however, employees are not entitled to sick leave with pay until they have been continuously employed for a period of three (3) calendar months.

**Section 2:** Permanent, part-time employees shall earn sick leave credits on a prorated basis from the first day of employment. Sick leave credits shall be credited at the end of each pay period; however, employees are not entitled to sick leave with pay until they have worked the qualifying period.

**Section 3:** Seasonal employees shall earn sick leave credits from the first day of employment based on the number of hours they are working. Sick leave credits shall be credited at the end of each pay period; however, such persons are not entitled to sick leave with pay until they have worked the qualifying period. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

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

**Section 5:** An employee who terminates his/her employment with the employing agency is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his/her accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the employee terminates. When an employee transfers between agencies within the same jurisdiction, they 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 transferred with the employee.

**Section 6:** An employee of an agency who received a lump-sum payment pursuant to this Agreement and who is again employed by the agency shall not be credited with any sick leave for which they have been previously compensated.

**Section 7:** Absence from employment by reason of illness shall not be charged against unused vacation leave credits unless approved by the employee.

**Section 8:** The employer may require proof of illness in cases of excessive use of sick leave.

**Section 9:** Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provide for in this Article.

**Section 10:** 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. Immediate family shall mean persons related by blood or marriage in the degree of consanguinity of grandparent, parent, spouse, sibling, child, grandchild, and spouse's grandparents, parents, or siblings.

**Section 11:** When there is a death in the immediate family, five (5) days of sick leave may be granted. Immediate family shall mean persons related by blood or marriage in the degree of consanguinity of grandparent, parent, spouse, sibling, child, grandchild, and spouse's grandparents, parents, or siblings.

**Section 12:** 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.

## **ARTICLE 26 -- HOLIDAYS**

**Section 1:** Permanent, full-time employees shall be paid a day's pay at their regular base wage set forth in Article 14 for the following holidays:

- (1) New Year's Day, January 1
- (2) President's Day, the third Monday in February
- (3) Memorial Day, the last Monday in May

- (4) Independence Day, July 4
- (5) Labor Day, the first Monday in September
- (6) Columbus Day, the second Monday in October
- (7) Veteran's Day, November 11
- (8) Thanksgiving Day, the fourth Thursday in November
- (9) The Day After Thanksgiving Day, the fourth Friday in November
- (10) Christmas Day, December 25
- (11) State General Election Day
- (12) Employee's Birthday

**Section 2:** Permanent, part-time employees are entitled to holiday pay at their base hourly wage set forth in Article 14 on a prorated basis.

**Section 3:** Employee's birthday will be granted to all employees with the understanding that if the birthday falls on the employee's regular working day, they shall have the day off, and shall be compensated as stated above. It is the responsibility of the employee to notify their immediate supervisor five (5) days prior to taking their birthday off.

**Section 4:** Employees requested to work on a holiday, including the employee's birthday, shall receive their holiday pay plus two (2) times the base hourly wage set forth in Article 14.

**Section 5:** When a holiday falls on a Saturday, the previous Friday shall be considered the holiday. When a holiday falls on a Sunday, the following Monday shall be considered the holiday. Holidays are to be celebrated on the calendar day they fall on for all employees working on a continuous operation.

**Section 6:** To be eligible for holiday pay, an employee must be in a pay status the last regularly scheduled working day before and after the holiday.

## **ARTICLE 27 -- 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 involving the interpretations, 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 immediate supervisor by the employee or along with the Union Representative within ten (10) working days of its occurrence or the discovery of the fact of its occurrence. Within five (5) working days of receipt of such dispute, the immediate supervisor shall advise the employee and the Union Representative of his/her decision in writing.

**Step 2:** If the parties fail to resolve the dispute in Step 1, the issue may be appealed in writing to the Department Head or his/her representative within five (5) working days of the supervisor's decision in Step 1. Within five (5) working days of receipt of such appeal, the grievance shall be considered at a meeting of the Union Committee with the Department Head. The Department Head shall notify the Union, in writing, of a decision within five (5) working days after the conclusion of the meeting. Should a grievance be denied in any of the steps of the grievance procedure, an explanation will be given as to why the grievance was denied.

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

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

**Step 5: Arbitration**

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

**Section 3 -- Arbitration:**

- (1) The Union shall specify the exact question or questions to be arbitrated. The parties will use the facilities of the Federal Mediation and Conciliation Service. 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 for herein shall be final and binding on both parties.
- (3) The fees and expenses of the arbitrator shall be shared equally by the parties.
- (4) The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of the Agreement.

