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Agreement  
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City-County of  
Butte-Silver Bow, Montana  
and  
International Union of  
Operating Engineers,  
Local Union No. 400,  
Animal Shelter

November 1, 2019 – October 31, 2021

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## AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, 2019, by and between the CITY-COUNTY OF BUTTE-SILVER BOW, STATE OF MONTANA, a body corporate and politic and a political subdivision of the State of Montana, herein referred to as the "EMPLOYER" and the SILVER BOW STATIONARY ENGINEERS, LOCAL UNION NO. 400 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, herein referred to as the "UNION".

### WITNESSETH:

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

NOW, THEREFORE, in consideration of the mutual performance of good faith by both parties to this Agreement, it is hereby agreed by and between said parties as follows:

### ARTICLE 1 – RECOGNITION OF MEMBERSHIP

**Section 1:** The Employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours of work, and other conditions of employment for the employees covered under the terms of this agreement.

**Section 2:** Under the guidance of the Animal Service Coordinator and following proper shelter protocol, employees covered under this agreement will conduct the following activities (which are intended to illustrate typical duties and responsibilities; they are not intended to be all inclusive or restrictive):

- a) inspect the shelter facility on an ongoing basis and coordinate the cleaning and sanitizing of animal habitat areas, ancillary areas, and grounds;
- b) inspect cages/pens and animals on a regular basis; clean and disinfect inside and outside of kennels, buildings, and hallways; maintain grounds, kennels, and buildings; and empty trash cans;

- c) perform health care and health maintenance on shelter animals as directed by veterinary consults/services or policies/standing orders;
- d) maintain stock levels and prepare inventories of supplies and equipment;
- e) assist the Animal Service Coordinator with the following administrative activities/tasks:
  - 1) assist Animal Control Officers with the impounding of animals;
  - 2) assist members of the public with the intake of animals to the Shelter;
  - 3) assist owners of stray animals with the proper return procedures;
  - 4) assist with the adoption of shelter animals;
  - 5) issue dog licenses and maintain proper records;
  - 6) log daily census activities and maintain accurate records; and
  - 7) properly record inquiries made by the public regarding lost and found animals as well as other related activity;
- f) assist at the front counter -- checking in animals, receiving complaints and relaying them to appropriate personnel, processing adoptions, and performing various clerical tasks;
- g) participate in regular and special training programs to gain new ideas and information leading to greater efficiency and effectiveness, performance, and customer service;
- h) provide direction, training, and guidance to community service workers and volunteers in the care and maintenance of animals and facility; and
- i) perform related work as assigned.

**Section 3:** The Animal Service Coordinator, summer hires, and volunteers (non-union) may perform the above duties as long as a minimum staffing level of three (3) bargaining unit-covered employees is maintained.

**Section 4:** The Employer will maintain a neutral approach to whether Employees join the Union. The Employer, including all its managers, supervisors, agents, and representatives, will

not take any action nor make any statement that will directly or indirectly state or imply any opposition to employees joining the Union.

**Section 5:** The Union will provide to the Employer verification that dues deductions have been authorized by the employee.

**Section 6:** Deduction of dues and initiation fees shall be made by the Employer in the first pay period of each month and remitted to the Financial Secretary of the Union.

**Section 7:** The Union agrees to indemnify and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any actions taken by the Employer for the purpose of complying with this Article.

## **ARTICLE 2 -- PROTECTION OF RIGHTS**

**Section 1:** No member of the Union shall be discharged or discriminated against for upholding Union principles, and any member under the instruction of the Union or who serves on a Union Committee shall not lose his position or be discriminated against for that reason.

**Section 2:** The Employer recognizes the established Union Steward System. The Employer will not discriminate against a Union Steward for legitimate Steward activity. This activity includes investigation of formal grievances and receiving notification of serious accidents and health hazards.

**Section 3:** The authorized Business Representative, with credentials of the Union, shall be permitted to visit employees at all reasonable times.

## **ARTICLE 3 -- RIGHTS OF MANAGEMENT**

**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:

- a) to direct the work force;
- b) to hire, promote, transfer, assign, and retain employees;
- c) to relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;

- d) to maintain the efficiency of government operations;
- e) to determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f) to take whatever actions may be necessary to carry out the missions of the government in situations of emergency; and
- g) to establish the methods and processes by which work is performed.

#### **ARTICLE 4 -- NON-DISCRIMINATION**

**Section 1:** Neither the Employer nor the Bargaining Unit 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 employment opportunities to qualified individuals with a disability, reasonable accommodations are made for the known physical or mental limitations of an otherwise qualified individual with a disability unless an undue hardship, direct threat to health and safety, or other job-related consideration exists.

#### **ARTICLE 5 -- SAVINGS CLAUSE**

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

#### **ARTICLE 6 -- SUBCONTRACTING**

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

## **ARTICLE 7 – SENIORITY**

**Section 1:** Seniority shall be recognized after four (4) months of continuous service, dating from the first day of entry into the IUOE, Local No. 400 Bargaining Unit covered by this agreement. For members employed prior to November 1, 2019, date of hire with the Employer shall be used as the seniority date.

**Section 2:** All job vacancies or newly created positions covered under this agreement shall be advertised first within the Operating Engineers Bargaining Unit covered by this agreement -- in order to provide existing bargaining unit personnel, who meet the qualifications and essential requirements of the advertised position, with job preference.

**Section 3:** All job vacancies and newly created positions shall be posted on bulletin boards located at the Animal Shelter for a period of not less than five (5) working days.

**Section 4:** All job vacancies and newly created positions shall be filled as determined by the Employer.

**Section 5:** In cases of reductions in force, the last man hired will be the first laid off. The last man laid off will be the first rehired.

**Section 6:** In the event of curtailment or reduction in force resulting in department lay off, employees so laid off shall retain their seniority rating provided they return to work as specified in this Article.

**Section 7:** Employees shall be notified of recall to employment by certified mail, return receipt requested. The recall notice shall be sent to their last known address according to HR Office records.

**Section 8:** When an employee is notified of recall to employment by certified mail, he must inform the HR Office of his intentions within seventy-two (72) hours after having received his notification of recall.

**Section 9:** An employee shall be allowed a maximum of fifteen (15) calendar days to report for work following notification by certified mail unless the employee is prevented from doing so by:

- a) personal illness;
- b) illness within his family; or
- c) other reasonable excuse acceptable to the Employer and Union.

**Section 10:** Seniority shall terminate if:

- a) the employee is discharged;
- b) the employee quits voluntarily;
- c) a layoff is for a period of eighteen (18) consecutive months or more;
- d) the employee fails to accept and report to work within fifteen (15) calendar days after notification of recall;
- e) the employee obtains a leave of absence by false or misleading statements; or
- f) the employee secures other employment during a leave of absence, unless mutually agreed upon by the Employer and the employee.

**ARTICLE 8 – PROBATIONARY PERIOD**

**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 agreement and may be terminated for any reason and without recourse to the grievance procedure, provided no such employee shall be discharged because of his membership or activity in any union. Following completion of such probationary period, an employee may not be discharged without just cause. It is not the intent to use this language to create a temporary or seasonal workforce.

**ARTICLE 9 – SAFETY AND HEALTH**

**Section 1:** The Employer agrees to maintain reasonable provisions for the safety and health of its employees during the hours of employment and agrees to abide by and maintain standards of sanitation, safety, and health in conformity with State and Federal regulations.

**Section 2:** Safety training shall be provided to all new employees within thirty (30) calendar days of hire.

**Section 3:** Proper safety and personal protective equipment (PPE) required to perform the functions of the job will be provided by the Employer at no cost to the employee. This includes the following:

- a) goggles;
- b) safety glasses (wrap around or with side shields);
- c) face shield;
- d) respirator masks;
- e) single-use disposable gloves;
- f) rubber boots;
- g) aprons;
- h) gauntlet gloves and/or cut-resistant sleeves;
- i) gentle leader/muzzle;
- j) reflective vests; and
- k) reflective winter coat (to be kept at the facility).

PPE is personal to each employee and should be kept sanitized and well maintained to prevent cross contamination.

Steel/hard-toed boots are not required; however, good footwear should be worn.

**Section 4:** Employees will receive an annual allowance of \$125.00 for the purchase of work pants, shirts, and sweatshirts. The allowance will be a once-a-year lump sum payment paid on a separate check to the employees on their first payroll in December (taxes levied) or may be reimbursed with proper receipts (non-taxed) before November 15<sup>th</sup> each year. The employee is responsible for wearing appropriate footwear and clothing that is in good condition on the job at all times.

**Section 5:** Two (2) individuals (i.e., employees, volunteers, etc.) shall be present at all times.

#### **ARTICLE 10 -- HOURS OF WORK**

**Section 1:** Eight (8) hours of work shall constitute a regular workday. Forty (40) hours of work shall constitute a regular work week, Monday through Sunday.

**Section 2:** Full-time employees shall receive a one (1) hour unpaid lunch break (must be taken between the hours of 11:00 a.m. and 1:00 p.m.) and two (2) fifteen (15) minute paid rest breaks (mid-morning and mid-afternoon). Part-time employees shall receive breaks as their work schedule allows. Breaks cannot be used to shorten the workday.

**ARTICLE 11 -- OVERTIME**

**Section 1:** Work performed in excess of eight (8) hours in any regular workday and forty (40) hours in a work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage, subject to the following conditions:

- a) Employees authorized to work overtime shall receive a minimum of one (1) hour's pay at one and one-half (1-1/2) times the hourly base wage.
- b) Work performed on Sunday shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage except where work is done in connection with continuous operation of eight (8) hours in twenty-four (24) hours in each day and seven (7) days a week. Animal Services is a continuous 24-hour operation.
- c) Employees called out for work between regular shifts shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage for a minimum of four (4) hours:

**ARTICLE 12 -- WAGES**

**Section 1:** The base wage rate for employees covered under this agreement will be:

November 1, 2019 -- \$15.85

November 1, 2020 -- \$16.17

Employees with a wage as of October 31, 2020 that exceeds their classification wage will receive a 2.0% increase to their wage.

**ARTICLE 13 -- 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 purpose of this Section, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

## **ARTICLE 14 – HOLIDAYS**

**Section 1:** All permanent employees covered by this agreement shall be paid a day's pay at their hourly base wage rate set forth in Article 12 for the following holidays:

- a) New Year's Day, January 1<sup>st</sup>
- b) Martin Luther King Day, the third Monday in January
- c) President's Day, the third Monday in February
- d) Memorial Day, the last Monday in May
- e) Independence Day, July 4<sup>th</sup>
- f) Labor Day, the first Monday in September
- g) Columbus Day, the second Monday in October
- h) Veteran's Day, November 11<sup>th</sup>
- i) Thanksgiving Day, the fourth Thursday in November
- j) Christmas Day, December 25<sup>th</sup>
- k) State General Election Day
- l) Personal Day (to be used on Saturday only)

**Section 2:** Employees shall be granted one Personal Day with pay per calendar year (January 1<sup>st</sup> through December 31<sup>st</sup>). The Personal Day can only be used on a Saturday, must be used within the calendar year granted, and cannot be carried over from year-to-year. To use their Personal Day, employees must request approval from their Supervisor one (1) week in advance.

**Section 3:** Part-time, permanent employees are entitled to pro-rated holiday benefits.

**Section 4:** Holidays are to be celebrated on the calendar day they fall on.

**Section 5:** When work is performed on an above-mentioned holiday, the employee shall receive their holiday pay plus one and one-half (1-1/2) times their hourly base wage rate set forth in Article 7 for all time worked. This equates to two and one-half (2-1/2) times the hourly base wage rate.

## **ARTICLE 15 -- VACATION**

**Section 1:** Permanent employees shall accrue annual vacation leave credits from the first day of employment. For calculating vacation leave credits, two thousand-eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Vacation leave credits accrued shall be credited

at the end of each pay period; however, employees are not entitled to vacation-leave with pay until they have been continuously employed for a period of six (6) calendar months.

**Section 2:** Vacation leave credits for permanent, full-time employees shall accrue in accordance with the following schedule:

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

Permanent, part-time employees who regularly work 20 or more hours per week are entitled to pro-rated annual vacation credits from the first day of employment.

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

**Section 3:** Vacation leave shall not accrue during a leave of absence without pay which exceeds fifteen (15) calendar days.

**Section 4:** The Employer shall maintain a record of vacation accrual balances and shall schedule vacation leave with particular regard to the department's operating requirements.

**Section 5:** All employees of the Union shall be entitled to the following terms:

- a) Choice of vacation dates shall be granted on a first-come-first serve basis.
- b) Employees may split vacations.
- c) Vacation pay prior to the start of the vacation if requested in writing to the payroll clerk at least seven (7) days prior to the start of the vacation.

**Section 6:** 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 7:** Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer.

**Section 8:** 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 ninety (90) calendar days from the last day of the year in which the excess was accrued.

**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 the excess vacation leave before the excess vacation leave must be forfeited under Section 8 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 before the end of the calendar year in which the leave would have been forfeited under Section 8.

**Section 10:** 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 that the employee has worked the qualifying period set forth in the above; however, if an employee transfers between agencies of the same Employer, cash compensation may not be paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

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

#### **ARTICLE 16 -- 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:** Employees shall accrue annual sick leave credits from the first day of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits accrued 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 ninety (90) calendar days.

**Section 3:** Permanent, full-time employees shall accrue sick leave credits at the rate of twelve (12) working days annually without restriction as to the number of working days that may be accumulated.

Permanent, part-time employees who regularly work 20 or more hours per week are entitled to accrue pro-rated sick leave credits.

Temporary, full-time employees are entitled to accrue sick leave credits.

**Section 4:** Sick leave shall not accrue during a leave of absence without pay which exceeds fifteen (15) calendar days.

**Section 5:** The Employer shall maintain a record of sick leave accrual balances.

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

**Section 7:** Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment provided for in this Article. If abuse is suspected, the Employer may require an employee to be examined by a licensed physician or licensed practitioner of its choice. The Employer shall pay the costs of such an examination.

**Section 8:** The Employer may require medical certification of sick leave charged against any sick leave credits. The medical certification shall be provided by a licensed physician or by a licensed practitioner competent to treat and diagnose a particular illness or condition.

**Section 9:** An employee who has been unable to work for a period of ten (10) or more working days due to illness or injury 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 themselves or others.

**Section 10:** When urgently needed to care for a member of employee's immediate family who is ill/injured, not more than three (3) days are granted at one time.

**Section 11:** When there is a death in the immediate family, five (5) days sick leave may be granted.

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**Section 12:** An employee who terminates employment is entitled upon the date of such termination to cash compensation equal to one-fourth (1/4) of the pay attributed to their unused sick leave, assuming that the employee has worked the qualifying period set forth in the above. If an employee transfers between agencies of the same Employer, cash compensation may not be paid for unused sick leave. In such a transfer, the receiving agency assumes the liability for the accrued sick leave credits transferred with the employee.

**Section 13:** An employee of Butte-Silver Bow who receives a lump-sum payment pursuant to this Agreement and who is again employed by Butte-Silver Bow shall not be credited with any sick leave for which they were previously compensated.

**Section 14:** Employees that are off work due to a work-related injury and are receiving Worker's Compensation Benefits may use earned sick leave time to supplement worker's compensation to receive 100% of their current wages. During this period of sick leave supplementation, the employee's other benefits, inclusive of the Central Pension Fund Contribution, will be maintained in accordance with MCA 19-3-504 for the period that sick leave supplementation is available to the employee.

**Section 15:** 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 17 -- HEALTH AND WELFARE

**Section 1:** The employer agrees to pay the following monthly contribution toward each full-time employee's health care premium during the term of the agreement:

Tier of Coverage	Employer Contribution	
	November 1, 2019	November 1, 2020
Employee Only	\$1,159.80	\$1,189.80
Employee + 1	\$1,244.35	\$1,274.35
Family	\$1,258.23	\$1,288.23

**Section 2:** It is agreed and understood that if the total cost of the premium is less than the employer portion stated above, the difference between the amount of the employer contribution and the total cost of the premium shall not be deferred to wages, pension, and/or other fringe benefits.

**Section 3:** The Employer will continue to pay its shared cost for the participation in the Group Insurance Benefits Plan for up to ninety (90) days for employees who are in a leave without pay status because of illness or injury including employees on Workers Compensation Leave.

**Section 4:** The terms and conditions of the contract between Butte-Silver Bow and the insurance carriers shall govern the participation of the employees and their dependents in the insurance plan.

#### **ARTICLE 18 -- PENSION**

**Section 1:** The Employer agrees to be bound by the Agreement and Declaration of Trust dated September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendment to said Trust Agreement.

**Section 2:** The Employer further irrevocably designates as its representative among the Trustees of said such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in such Agreement and Declaration of Trust as that document may be amended from time to time.

**Section 3:** Employees covered under this agreement are not currently participating in the Central Pension Fund of the International Union of Operating Engineers and Participating Employers; however, may choose to do so in the future at time of contract renewal.

**Section 4:** Said payments into the said pension fund will be made on the dates in the manner and form in accordance with the rules and regulations as adopted by the Trustees of said fund.

#### **ARTICLE 19 -- JURY DUTY**

**Section 1:** Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fee to the employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid by the Court.



## **ARTICLE 20 – 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.

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

### **Section 2:** Grievance Steps

**Step 1:** Any grievance or misunderstanding which cannot be settled between the Employer and the employee must be taken up with the Employer (i.e., the Department Director) by the Business Representative of the Union or anyone designated by the Union.

**Step 2:** If the parties fail to resolve the dispute in Step 1 above, the grievance must be presented in writing to the employee’s Department Director by the employee along with the Union Representative within 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 Department Director shall advise the employee and the Union Representative of his/her decision in writing.

**Step 3:** If the parties fail to resolve the dispute in Step 2, the issue may be appealed in writing to the Chief Executive or representative within ten (10) working days of the Department Director’s decision in Step 2. Within ten (10) working days of receipt of such appeal, the grievance shall be presented at a meeting of the union committee with the Chief Executive and members of his/her committee. The Chief Executive shall notify the Union, in writing, of a decision within ten (10) working days after the conclusion of the meeting.

**Step 4:** If the grievance cannot be resolved in Steps 1 through 3, 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 Section 2 above, the Union may, within ten (10) working days of notification, refer the grievance to arbitration by giving written notice to the Employer:

- a) The Union shall specify the exact question or questions to be arbitrated. The parties will request a list of five (5) Arbitrators from the Board of Personnel Appeals, State of Montana. Within ten (10) working days of receipt of the panel, the parties shall discuss the panel and select, by alternately striking names from the list, an arbitrator to hear the grievance until only one name remains. It is expressly understood that "joint request" means a single letter signed by both the Employer and the Union to select an arbitrator. The arbitration hearing shall be conducted within forty-five (45) days after the arbitrator is selected, unless the selected arbitrator is unavailable.
- b) All decisions rendered as a result of any arbitration proceeding provided herein shall be final and binding upon both parties.
- c) The fees and expenses of the arbitrator shall be paid 25% by the prevailing party and the remaining 75% paid by the unsuccessful party to the grievance.
- d) 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

- a) 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.
- b) If the time limits enumerated above are not met by either party, the party not meeting the time limits will forfeit. The other party will prevail. The time limits may be extended by written mutual agreement of the parties.

**ARTICLE 21 -- NO STRIKE, NO LOCKOUT**

**Section 1:** Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow down, or other similar activity. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

**Section 2:** During the life of this contract Butte-Silver Bow will not lockout an employee as a result of a labor dispute, nor will the Union cause or authorize any interruption of production of

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any Butte-Silver Bow's operations. It shall not be in violation of this Agreement, and it will not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property, including the Employer's place of business, involved in a labor dispute.

**Section 3:** Emergency Work Force: The Union and Butte-Silver Bow agree that the nutrition, medical treatment, and general wellbeing of the animals being cared for at the Animal Shelter is essential. It is agreed that in the event of a strike or lockout, an emergency work force made up Butte-Silver Bow employees and/or volunteers will be allowed to work at the Animal Shelter. In the event employees, in addition to those specified above, are required for work during an emergency, the Employer shall submit a statement of its requirement to the Union for its approval.

## **ARTICLE 22 -- 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. Meetings will be held upon the request of either the Employer or the Bargaining Unit, or at a minimum every other month. The date and time will be mutually agreed upon by both parties. Requests for additional meetings by the bargaining unit committee shall be made to the Human Resources Director or Community Enrichment Director.

**Section 2:** The request for a meeting must contain an agenda of the items to be discussed. A proposed agenda should be delivered to the other party at least seven (7) calendar days prior to the proposed meeting date. Proposed agenda items must be mutually agreeable to both parties. It is understood that this Committee does not discuss items that are currently subject to the grievance procedure or items which properly belong in the collective bargaining process. It is further understood that the purpose of such Committee is to meet and confer and act only in an advisory role.

## **ARTICLE 23 – DEFINITIONS**

**Section 1:** Wherever said in this Agreement, each singular number or term shall include the plural, and the plural singular, and the use of any gender shall include all genders.

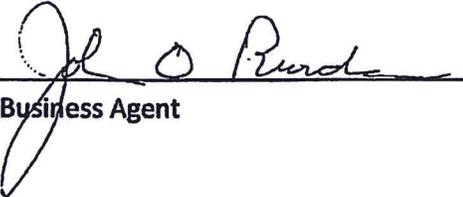
**ARTICLE 24 -- TERM OF AGREEMENT**

**THIS AGREEMENT is effective November 1, 2019, and shall continue in full force and effect until October 31, 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 October 31st of any year indicating that changes are desired in any or all of the Agreement or termination of the same.**

**IN WITNESS WHEREOF, the parties have hereunto set their hands at Butte-Silver Bow, Montana, the day and year first written above.**

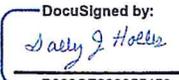
**FOR THE SILVER BOW STATIONARY  
ENGINEERS, LOCAL NO. 400 OF THE  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO**

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

BY:   
Business Agent

BY:  November 7, 2019 | 10:24:29 AM PST  
BB205D2738D44E3...

**ATTESTED:**

BY:   
Sally Holler Clerk & Recorder