



2020-100
Agreement

**City-County of
Butte-Silver Bow, Montana
and
Silver Bow Stationary Engineers,
Local Union No. 400,
of the International
Union of Operating Engineers**

June 1, 2019 – May 31, 2021

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AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of March, 2020, 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, to wit:

Engineers (maintenance), firemen, compressor men, hot plant operators, hot plant firemen, retort operators, cable-bucket operators, pump men, fresh water purification operators, air conditioning, refrigerating machines or units, garbage, sewage disposal plants, landfill dumps, and fresh water purification plants, operators and oilers on the portable equipment, which includes motor patrols, rollers, front end and atthey loaders, grader operators, crushers, conveyors, distributor operators, paving and mixing machine operators, vactor operators, pumps, landfill dump operators, excavators, backhoes, other portable equipment heretofore recognized as under the jurisdiction of the Union, and herein classified as portable equipment in Article 8, Waste Water Plant Superintendent, Fresh Water Plant Superintendent and Assistant Waste Water Plant Superintendent, excluding all management officials, supervisory employees, or confidential employees as defined in 39-31-103, MCA.

Section 2: 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 3: The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may provide such authorization for payroll deduction of dues by submitting to the Union a written application form, an on-line deduction authorization, or by any means of indicating agreement allowable under State or Federal law.

Section 4: 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 5: The Union agrees to indemnify and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of or as a result from any actions taken by the Employer for the purpose of complying with this Article.

Section 6: Persons not covered under the terms of this agreement shall not perform any of the work covered by this agreement except in extreme emergencies (emergencies being defined to mean when life, limb, or property is in imminent danger) or for the purpose of instruction.

Section 7: Supervisors covered under the terms of this agreement may perform the work covered by this agreement.

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

Section 3: All Steam Engineers and Firemen and Compressor Operators shall be licensed in accordance with the laws and provisions of the State of Montana.

Section 4: All Operators working at the Waste Treatment Plant shall have a Class 1 Waste Water Certificate issued by the State of Montana in accordance with the laws and provisions of the State of Montana.

Section 5: 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 6: All Operators working at the Fresh Water Purification Plants will be properly certified by the State of Montana in accordance with the laws of the State of Montana.

Section 7: All employees that are required to take a physical, as required by the State of Montana and/or Butte-Silver Bow, the cost of said physical will be paid for by the Employer.

Section 8: All employees that are required to take Hazardous Waste Training and MSHA to comply with Federal and/or State Law, said training will be paid for by the Employer. Proper safety equipment that will be required to perform the functions of the job will be provided by the Employer at no cost to the employee. Training shall be provided to all new employees in one calendar year from the date of permanent employment.

Section 9: Renewal of licenses that are mandated by State and Federal Law shall be paid for by the Employer.

ARTICLE 3 – 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 4 – SUBCONTRACTING

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

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

ARTICLE 5 – HOURS OF WORK

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

Section 2: Fresh Water Plant employees shall have 24 hours notice before their shift will be changed and at least 12 hours rest in between shifts unless emergency conditions preclude the 24 hour required notification.

Section 3: Fresh Water Purification Plants shall be designated as continuous 24-hour operations. However, nothing contained herein prohibits the unmanned operation of the Fresh Water Purification Plants.

Section 4: A regular work day for the classification of Fresh Water Purification Plant Operator shall consist of eight (8) or ten (10) or twelve (12) continuous hours, except for a normal lunch period. Actual scheduling of the shifts shall be determined by management with input from covered employees. The regular work week shall consist of 40 hours. The work week will begin on Monday at 12:01 a.m. and end on the following Sunday at midnight.

Section 5: The Employer and the employees mutually agree that summer hours of work may be amended to provide as follows: If the parties to this Agreement elect to work ten (10) hour shifts, then the work week shall consist of four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday, of each week. Any such amended summer schedules shall be mutually agreed recognizing senior employees first for available shifts within their assigned jobs. The creation of the ten hour (10) workday work schedule is intended to provide flexibility during the summer months and is not intended to be changed on a week to week basis. Holidays, vacation days, and sick leave days will be paid on the ten (10) hour days.

ARTICLE 6 -- OVERTIME

Section 1: Work performed in excess of eight (8) hours in any regular work day and forty (40) hours in any work week shall be paid at the rate of double (2 times) the regular hourly rate, work performed in excess of ten (10) hours in any regular work day as stated in Article 5, Section 5 shall be paid at the rate of double (2 times) the regularly hourly rates as set forth in Article 8, subject to the following conditions:

- a) Employees authorized to work overtime shall receive a minimum of one hour's pay at double (2 times) the regular hourly rate.
- b) Work performed on Sunday shall be paid for at the rate of double (2 times) 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. The Landfill is a continuous 24-hour operation.
- c) Employees called out for work between regular shifts shall receive pay at the rate of double (2 times) the regular hourly wage rate as set forth in Article 8, and further, the minimum pay in such cases shall be four (4) hours at two (2) times the hourly wage rate as set forth in Article 8.
- d) The Department Supervisors will make equitable distribution of all overtime work in the individual departments on a seniority basis for all Engineers covered by this Agreement.

e) In order to have employees available to respond to calls and necessary work outside of the regularly scheduled shift, the Road Division and the Metro Maintenance Division shall establish a rotating call list of qualified employees to carry the cell phone and respond to the calls. Signups for on call will be on a volunteer basis and will be for a seven day period. The employee responsible for the cell phone during that seven day period will receive one (1) hour of overtime compensation per day. The Public Works Director and Road Foreman and Metro Maintenance Foreman will be responsible for establishing and determining if the employee is qualified to take call.

Section 2: Work performed by a Fresh Water Purification Plant Operator in excess of ten (10) hours in a ten (10) hour work day or twelve (12) hours in a twelve (12) hour work day and forty (40) hours in any work week shall be paid at the rate of double (2 times) the regular hourly rate as set forth in Article 8, subject to the other conditions of this Article.

ARTICLE 7 – CALL OUT

Section 1: Employees completing a shift must be notified not to report to work for the following day; otherwise they shall receive four (4) hours pay for work upon reporting; provided, however, in case of extreme emergencies beyond the control of the Employer where there is no evidence of any emergency at least eight (8) hours prior to the start of the next regular scheduled shift, and where the emergency results in complete stoppage of work in progress and where there is no other work available, employees who are notified not less than two (2) hours prior to the start of their regular scheduled start time of the nature of the emergency and that they will not be required to work that shift, shall not receive any pay for such shift. Such notifications shall be on a seniority basis. Call outs will be distributed on a seniority and rotating basis based on qualifications required for the work to be performed. Supervisors will maintain and post a call out list for employees' information.

ARTICLE 8 – CLASSIFICATIONS AND WAGES

Section 1:

Classification	Base Wage	
	June 1, 2019	June 1, 2020
Supervisor	\$32.67	\$33.22
Chief Operator/Foreman	\$32.25	\$32.80
Operator III	\$27.54	\$28.09
Operator II	\$25.00	\$25.00
Operator I	\$24.25	\$24.25

Supervisor: Reports directly to the Public Works Director. Supervises all operations within a division of Public Works (i.e., fresh water plants, waste water plants, roads, landfill, and any new divisions within Public Works). Must have previously met the requirements of Chief Operator/Foreman.

Chief Operator/Foreman: Reports directly to a Supervisor or the Public Works Director. Provides on-site job oversight and directs plant operators or field crews. Attends meetings and participates in IT work and the budget process. In order to qualify as Chief Operator, the employee must have previously qualified as an Operator III.

Operator III: Reports directly to a Chief Operator/Foreman or a Supervisor. Effectively operates Operator II equipment and any of the following: motor graders, dozers, hot plants, crushers, pavers, roto-mills, snow removal conveyors, fresh water plants, waste water plants, vector trucks, video camera equipment, or boiler equipment.

Operator II: Reports directly to a Chief Operator/Foreman, a Supervisor, or a higher-level Operator. Effectively operates any of the following: excavator, backhoe, loader, or steel drummed roller.

Operator I: Probationary employee per Article 18.

Section 2: Each Operator shall receive twenty-five cents (\$0.25) per hour for each hour worked/paid. This is in lieu of hazard pay and is separate from the base hourly wage.

Section 3: If an Operator is selected to fill in for a Supervisor or Chief Operator/Foreman, they must have previously qualified as an Operator III. When authorized by management to fill in for a Supervisor or Chief Operator/Foreman when the Supervisor or Chief Operator/Foreman is absent for more than one shift, the Operator will receive the base hourly wage of the position filling in for (i.e., Supervisor or Chief Operator/Foreman).

Section 4: Existing employees accepting a lateral move shall start at the Operator II base hourly wage. An exception may be made through mutual agreement between the Union and management.

ARTICLE 9 – LONGEVITY

Section 1: Longevity shall be based on the years of service within the bargaining unit as an employee with Butte-Silver Bow. Effective on the first day of the pay period, each employee who has completed five (5) years of service with Butte-Silver Bow, within the bargaining unit shall receive 1.5% of their base salary multiplied by the number of completed five (5) year periods of employment. Employees shall receive their longevity pay on the anniversary of their hire date and will have longevity paid by a separate check when the anniversary date of the hire

date has been reached. All current employees within the bargaining unit hired prior to June 1, 1997, shall have their longevity based on their original hire date with the Employer regardless of unit affiliation. Longevity shall be prorated and will be calculated up to the last day of employment with Butte-Silver Bow Government.

ARTICLE 10 – SHIFT DIFFERENTIAL

Section 1: Engineers will be paid an additional seventy (\$.70) cents per hour for shifts beginning 12:00 noon or after but before 6:00 p.m., and seventy five (\$.75) cents per hour for shifts beginning after 6:00 p.m. and lasting until 5:00 a.m.

ARTICLE 11 -- 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 12 -- GENERAL CONDITIONS

Section 1: The Employer shall provide the following safety equipment: (a) vest, (b) hard hats, (c) rubber boots, (d) safety winter coats, and (e) gloves when needed. Employees will receive an annual allowance of \$250.00 for the purchase/replacement of steel/hard-toed boots (which may be replaced as necessary at the supervisor's discretion), lined coveralls, and work pants/shirts/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 15th each year. The employee is responsible for wearing safety footwear and clothing that is in good condition on the job at all times.

Two (2) employees will be present when there is a reasonable safety concern regarding the work to be performed.

Section 2: A rest period of fifteen (15) minutes will be allowed all employees during each eight (8) hours of work. The rest period, as scheduled by the Employer, shall be granted without any requirements to make up time. Two (2) rest periods of (15) minutes will be allowed to all employees during each ten (10) hour shift.

Section 3: 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, receiving notification of serious accidents and for health hazards.

Section 4: Tools that are required for a particular job can be checked out at the Maintenance and Service Center and shall be returned at completion of said job.

Section 5: Cabs and heaters will be placed on portable equipment as soon as practicable.

Section 6: Past practices shall be recognized except as otherwise expressly and specifically provided for in this Agreement. The Employer shall manage the business and direct the working force.

Section 7: All Operating Engineer job vacancies or newly created positions within Butte-Silver Bow shall be advertised first among the Operating Engineers bargaining unit in order to provide existing bargaining unit personnel who meet the qualifications and essential requirements of the advertised position, with job preference for these positions. The vacancies and newly created positions shall be posted on bulletin boards located at work sites for a period of not less than five (5) working days.

Section 8: The Employer will contribute five cents (\$0.05) per hour for each hour worked/paid in the previous month to the Operator's Training Program.

ARTICLE 13 -- 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 Step 4 (mediation) above, 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 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.
- 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 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 this Agreement.

Section 4: Time Limits

- 1) Time limits as defined in this article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and holidays are not considered working days.
- 2) If the time limits enumerated above are not met by either party, the party not meeting the time limits will forfeit. The other party will prevail. The time limits may be extended by written mutual agreement of the parties.

ARTICLE 14 -- HOLIDAYS

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

- a) New Year's Day, January 1
- b) Lincoln's and Washington's Birthday, the third Monday in February
- c) Memorial Day, the last Monday in May
- d) Independence Day, July 4

- e) Labor Day, the first Monday in September
- f) Columbus Day, the second Monday in October
- g) Veteran's Day, November 11
- h) Thanksgiving Day, the fourth Thursday in November
- i) Day after Thanksgiving, the fourth Friday in November
- j) Christmas Day, December 25
- k) State General Election Day
- l) Personal Day

Section 2: Employees shall be granted one personal day off with pay per calendar year (January 1st through December 31st). This must be used within the calendar year and cannot be carried over from year to year.

Section 3: Work performed on the above mentioned holidays shall receive their holiday pay plus double (2 times) their regular hourly rate. This equates to three (3) times the regular hourly rate.

Section 4: Any of the above mentioned holidays falling on Saturday, the previous Friday shall be considered the holiday (except on continuous operation) and the employee will have that day off and will receive holiday pay at the regular hourly rate for that day.

Section 5: Any of the above mentioned holidays falling on Sunday, the next Monday shall be considered the holiday (except on continuous operation) and the employee will have that day off and will receive holiday pay at the regular hourly rate for that day.

Section 6: Holidays to be celebrated on the calendar day they fall on for all men working on continuous operation.

Section 7: All holiday hours for Fresh Water Plant Purification Operators shall be computed at eight (8) hours per day for those employees on the eight (8) hour schedule, ten (10) hours per day for those on the ten (10) hour schedule and at twelve (12) hours per day for those employees on the twelve (12) hour schedule.

ARTICLE 15 -- VACATION

Section 1: Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employees must immediately report back to work

when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:

- a) From one (1) full pay period through ten (10) years of employment at the rate of fifteen (15) working days for each year of service.
- b) After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days for each year of service.
- c) After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days for each year of service.
- d) After twenty (20) years of employment at the rate of twenty-four (24) days for each year of service.

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

Section 3: An employee who terminates employment for reason not reflecting discredit, the employee 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 4: Except as provided in Section 5, annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the year in which the excess was accrued.

Section 5: It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use the excess vacation leave before the excess vacation leave must be forfeited under Section 4 and the employing agency denies the request, the excess vacation leave is not forfeited, and the employing agency shall ensure that the employee may use the excess vacation before the end of the calendar year in which the leave would have been forfeited under Section 4.

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

Section 8: In the event of death of any employee, unused earned vacation time shall be paid the employee's heirs at his then current rate of pay.

Section 9: The Employer shall keep records of vacation leave allowance, and shall schedule vacation leave with particular regard to the seniority of employees in accord with operating requirements, and insofar as possible, with the written request of the employee. Each department shall prepare and submit a monthly report to the Employer, on forms provided for that purpose showing the number of days taken for vacation leave for that month for each employee. Vacation time may be taken as requested by the employee and concurred in by the supervisor.

Section 10: Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer.

Section 11: All employees of the Union shall be entitled to the following terms:

- a) Vacation shall begin on the first day of the week.
- b) If requested by an employee, vacation pay shall be paid before the start of the vacation.
- c) Department seniority shall govern vacation selections.
- d) Employees may split vacations.

Section 12: Covered Employees on the payroll April 1, 2003 who are receiving time served in the military toward the vacation leave credit provided for in Section 1 above outside of the provisions of 2-18-614, MCA shall continue to receive such credits. Covered employees who petition for such credit after April 1, 2003 shall not have military time credited as provided above.

ARTICLE 16 -- SICK LEAVE

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

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

Section 3: Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment, and normally work at least twenty (20) hours each week of the pay period, and have worked the qualifying period.

Section 4: Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 5: An employee who terminates his employment with the State of any county or city thereof, is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his accumulated sick leave. The pay attributed to his accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the sick leave credits are paid. Accrual of sick leave credits for calculating the lump sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of the State or any county or city thereof, wherein the sick leave accrues. However, no employee forfeits any sick leave rights to benefits he has accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same State, county or city jurisdiction, he shall not be entitled to a lump-sum payment. In such a transfer, the receiving agency shall assume the liability for the accrued sick leave earned after July 1, 1971 and transferred with the employee.

Section 6: An employee of the State, or any county or city thereof, who receives a lump-sum payment pursuant to this Agreement and who is again employed by the State, or any county or city thereof, shall not be credited with any sick leave for which he has previously been compensated.

Section 7: Absence from employment by reason of illness shall not be chargeable 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 provided 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.

Section 11: When there is a death in the immediate family, five days sick leave may be granted. Immediate family shall mean only persons related by blood or marriage in the degree of consanguinity of grandparents, parent, wife, husband, brother, sister child, grandchild, and spouse's parents, brothers, sisters, or grandparents.

Section 12: A Sick Leave Grant Program is established which will allow the direct granting or donation of accrued sick leave to qualified employees who suffer an extensive illness or

accident and who have exhausted all leave benefits. The program is strictly voluntary and shall be administered in accordance with the policy approved by the Butte-Silver Bow Council of Commissioners on January 6, 1988.

ARTICLE 17 -- SENIORITY

Section 1: The seniority dates both prior City of Butte and Silver Bow County employees employed under the former Corral and Road Department shall be dovetailed according to the date of hire into a common seniority list effective July 1, 1978.

Section 2: The Employer shall give due consideration to length of service in awarding promotions to employees. 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. In cases of reduction in force, the last man hired will be the first laid off. The last man laid off will be the first rehired.

Section 3: In the event of curtailment or reduction of 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 4: 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 employment office records.

Section 5: When an employee is notified of recall to employment by certified mail, he must inform the Employer's employment office of his intentions within 72 hours after having received his notification of recall.

Section 6: An employee shall be allowed a maximum of 15 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 7: The following classifications shall be considered as four (4) separate seniorities for the purpose of layoffs, open jobs and new jobs:

- a) Portable Equipment Operators
- b) Waste Water Treatment Plant Operators
- c) Engineers Maintenance

d) Fresh Water Plant Operators

Section 8: Employees who were previously employed by Butte Water Company shall maintain their seniority for the years of service earned with Butte Water Company. This seniority and service shall be recognized by the Employer for all items contained in this Agreement. It is further understood that the employees of the Water Utility Division shall maintain their own seniority list, separate from the remainder of the Bargaining Unit. The Employer shall recognize this separate seniority list in all cases of layoffs and recall (reference: Article 17- Seniority).

Section 9: All job vacancies or newly created positions shall be advertised first among the employees of this unit in order to provide existing bargaining unit personnel with job preference into those positions.

Section 10: All vacancies or newly created positions shall be posted on bulletin boards located at the work sites for a period of not less than five (5) working days.

Section 11: Vacancies and newly created positions shall be filled as determined by the Employer.

Section 12: Seniority shall be terminated by [1] discharge for cause; [2] voluntary quit; [3] eighteen (18) consecutive months of unemployment through layoffs from that particular employment; [4] absence from work except for bona fide sickness, workers' compensation, or granted leave of absence (in case of bona fide sickness, the Employer may demand a certification from a reputable physician after a period of thirty (30) days; and [5] securing other employment during a leave of absence, which may be granted by the Employer, unless mutually agreed upon between the Employer and the employee.

ARTICLE 18 -- PROBATIONARY PERIOD

Section 1: During the first one hundred eighty (180) days actually worked by an employee, such employee shall be a probationary employee 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 19 -- HEALTH AND WELFARE

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

Tier of Coverage	Employer Contribution	
	June 1, 2019	June 1, 2020
Employee Only	\$659.17	\$689.17
Employee + 1	\$689.85	\$719.85
Family	\$703.79	\$733.79

Section 2: It is agreed and understood that if the total cost of the premium is less than the employer portion stated above per month that 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: Should the Union find a better and cheaper insurance carrier, the Union upon 45 days written notice shall have the option to withdraw from Butte-Silver Bow's group health insurance plan. The current Employer contribution will be paid to the Union's insurance carrier.

Section 4: 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. Employees that are off work due to a work related injury and are receiving Workman'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 employees others 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 5: 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 20 -- 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 irrevocable designates as his 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: The Employer employing employees under this Agreement will pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers the sum of \$5.25 per hour for each hour paid for or worked in the preceding month by employees covered by this Agreement for the first year of the contract and \$5.50 for the second year of the contract. These amounts are in lieu of wages.

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 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 or 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 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 portable water, waste water systems, and other facilities of Butte-Silver Bow are essential to the health, welfare, and safety of the public. It is agreed that in the event of a strike or lockout, an emergency work force consisting of fresh water, waste water treatment plant, and metro maintenance operators will be allowed to work at the plants. 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 – RIGHTS OF MANAGEMENT

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

- a) Direct employees;
- b) Hire, promote, transfer, assign and retain employees;

- c) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be insufficient and nonproductive;
- d) Maintain the efficiency of government operations;
- e) Determine the methods, means, job classifications and personnel by which government operations are to be conducted;
- f) Take whatever action may be necessary to carry out the missions of the agency in situations of emergency;
- g) Establish the methods and processes by which work is performed.

ARTICLE 23 -- NON-DISCRIMINATION

Section 1: The Employer shall recruit, appoint, assign, train, evaluate, retain and promote its employees without regard to race, color, religious creed, political ideas, gender, age, marital status, physical or mental handicap, national origin or ancestry, or GINA.

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 24 -- 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 25 -- 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 him by the Court.

ARTICLE 26 -- 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 Committees of up to four (4)

members. Meeting 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 Public Works Director.

Section 2: The request for a meeting must contain an agenda of the items to be discussed, and should be delivered to the other party at least seven (7) calendar days prior to the proposed meeting date. The agenda must specify the items that are to be discussed. 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 27 – TERM OF AGREEMENT

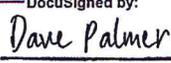
THIS AGREEMENT is effective June 1, 2019, and shall continue in full force and effect until May 31, 2021, at which time it is automatically renewed and continued in effect from year to year thereafter, unless written notice is given by either party to the other not less than sixty (60) days prior to its expiration date of May 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.

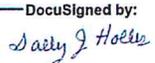
FOR THE SILVER BOW STATIONARY
ENGINEERS, LOCAL UNION NO. 400
OF THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO

BS 
Business Agent

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

DocuSigned by:
BY: 
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ATTEST:

DocuSigned by:
BY: 
BP88CE393355452...
Sally Holtz@clerk & Recorder