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2020-323
Agreement

City-County of Butte-Silver Bow, Montana

and

Teamsters, Local No. 2

June 1, 2020 – May 31, 2022

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Agreement

THIS AGREEMENT, made and entered into this 6th day day of August, 2020, at Butte, Montana by and between THE CITY AND COUNTY OF BUTTE-SILVER BOW, MONTANA, a body politic and corporate, under the Montana Constitution, hereinafter referred to as the "EMPLOYER", and the BUTTE TEAMSTERS' UNION, LOCAL NO. 2, affiliated with the International Brotherhood of Teamsters, Chauffeurs, and Warehousemen and Helpers of America, herein referred to as the "UNION".

WITNESSETH THAT:

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 in good faith by both parties to this Agreement, it is hereby agreed by and between said parties as follows:

ARTICLE 1 -- RECOGNITION AND 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 included in the bargaining unit, to-wit: Teamsters, Warehousemen and Helpers, all who are employed on or around automobiles, trucks, trailers, and all other vehicles hauling, carrying or conveying freight, merchandise or other materials, service and maintenance employees, garage workers and warehousemen of all kinds employed in warehouse work, stockmen, and shipping room employees and loaders, that is persons engaged in loading and unloading freight, merchandise or other materials on, to or from any type of vehicle. All rubber tire workers and helpers, distributor drivers and helpers, dumpmen, gravel spread box operators, plow holders, fresco and slipmen power broom operators, and truck drivers' helpers, all surveyors, chainmen, rodmen, animal control officers, with the exclusion of management officials, supervisory employees or confidential employees as defined by the Act 39-31-103, MCA.

Section 2: All employees are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal law.

A union member will pay to the Union an amount equal to the initiation fee and monthly union dues as a contribution to assist the employees as a group in meeting the costs of planning, negotiating, and administering the Agreement and of protecting and promoting their interests. The Employer agrees to deduct dues from employees who sign up for membership into the Union.

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

The Employer will remain neutral on all union business and will direct all questions about the union membership to the Union.

Designated union representatives and their local affiliates shall receive ample opportunity to provide membership information to union-represented positions during the employee on-boarding process.

Section 3: 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 -- DEFINITIONS

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

ARTICLE 3 -- 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, sex, age, marital status, physical or mental handicap, national origin, or ancestry.

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 4 -- PROTECTION OF RIGHTS

Section 1: No member of the Union shall be discharged or discriminated against for upholding Union principles, and any member working under the instructions of the Union, 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 if he first obtains permission to do so from the Employer and so long as in the judgment of the Employer, it does not disrupt the normal Butte-Silver Bow operations; however, such permission need not be obtained if the visit is very brief and if permission would be an inconvenience to obtain at the time of the visit.

Section 3: 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 laws and regulations.

ARTICLE 5 -- SAVINGS CLAUSE

Section 1: In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only

to those portions thus invalidated, and all remaining portions of this Agreement not 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, and 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 the contract letting, the Union written notice and will set up a meeting with Union officials prior to awarding any contracts.

ARTICLE 7 -- 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. However, nothing contained herein shall be construed to establish a guaranteed work day or work week.

Section 2: 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 assigned schedules.

Section 3: Teamsters employed in the maintenance shop will work 4-10 hour shifts per week and overtime, sick leave, vacations and holidays will be paid based on the ten (10) hour work day. The shop supervisor shall be responsible for assigning days of work. All applicable contract articles shall be considered as revised in accordance with the provisions of this section.

Section 4: All Teamsters covered by this agreement shall have seventy two (72) hours notice before their shift is changed and at least twelve (12) hours rest between shifts unless emergency conditions preclude the seventy two (72) hour required notification or unless agreed to by both parties. Changes less than seventy two (72) hours shall be considered a callout.

ARTICLE 8 -- OVERTIME

Sections 1, 2, and 3 below are applicable to Public Works Teamsters only.

Section 1: Work performed in excess of eight (8) hours in any regular work day or work performed in excess of forty (40) hours in any work week, shall be paid at the rate of two (2) times the applicable straight time hourly rate as set forth in Article 11, subject to the following conditions:

1) Employees required to work overtime shall receive a minimum of one hour's pay at two (2) times the applicable straight time hourly rate.

2) Work performed on Sundays shall be paid for at the rate of two (2) times the applicable straight time hourly rate.

3) Employees called out for work between regular shifts shall receive pay at the rate of two (2) times the applicable straight time hourly rate as set forth in Article 11 and further, the minimum pay in such cases shall not be less than an amount equal to four (4) hours of work at the regular hourly wage rate as set forth in Article 11.

Section 2: Any Public Works Teamster called to work outside regularly scheduled hours who is required to work less than four (4) hours shall receive four (4) hours pay at the appropriate overtime rate. Teamsters required to work more than four (4) hours but less than eight (8) hours shall receive eight (8) hours pay at the appropriate overtime rate and those required to work over eight (8) hours shall receive pay for actual hours worked at the appropriate overtime rate. In order to have employees available to respond to calls and work outside of the regularly scheduled hours, the Public Works Teamsters shall establish a rotating call list of qualified employees to respond to the calls. If primary (originating) subdivision callout or overtime can't be fulfilled in that subdivision, then it shall be offered to any other qualified Teamsters in the bargaining unit. If the employee assigned to making the callouts is unable to reach available Teamsters who have signed up for overtime, management has the right to assign the work as appropriate. If management determines that it is necessary for a Public Works Teamster to carry a cell phone and respond to work outside of the regularly scheduled shift, the employee will receive one (1) hour of overtime compensation per day that they are taking the phone after hours. Management will be responsible for establishing and determining if the employee is qualified to take on the on-call phone.

Section 3: Available overtime shall be offered by job assignments on a rotating seniority basis. Refusal of overtime work shall be considered time worked for rotation purposes. A seniority list will be posted for those employees desiring overtime. Employees must be qualified to perform the work. From April 1 through October 1, there will be two (2) callout lists. One list will be for the Parks and Recreation Department and the other for the Roads Department. From October 1 through March 31, the callout list will be combined for both the Parks and Recreation Department and the Roads Department.

Section 4: Animal Control Officers: Work performed in excess of eight (8) hours in any regular work day or work performed in excess of forty (40) hours in any work week, shall be paid at the rate of two (2) times the applicable straight time hourly rate as set forth in Article 11.

1) Animal Control Officers called out to work between regular shifts shall receive pay at the rate of two (2) times the applicable straight time hourly rate as set forth in Article 11 and the minimum pay in such cases shall not be less than an amount equal to two (2) hours of work at the regular hourly wage rate as set forth in Article 11.

2) Animal Control Officers called to work on a regular scheduled day off and who are required to work less than two (2) hours shall receive two (2) hours pay at the appropriate overtime

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rate. Animal Control Officers required to work more than two (2) hours but less than four (4) hours shall receive four (4) hours pay at the appropriate overtime rate and those required to work over four (4) hours shall receive pay for actual hours worked at the appropriate overtime rate.

3) If management determines that it is necessary for the animal control officers to carry a cell phone and respond to work outside of the regularly scheduled shift the employee will receive one (1) hour of overtime compensation per day that they are taking the phone after hours. If the employee responds to a call this hour of overtime will count towards the two (2) hour call out. It is at management's sole discretion to issue the phone to the employee and will be issued as needed.

ARTICLE 9 -- REPORTING TIME

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 at the applicable straight time hourly rate as set forth in Article 11 or work upon reporting; provided however, in case of extreme emergency beyond the control of the Employer, where there is no evidence of an 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 notification shall be made on a seniority basis.

ARTICLE 10 -- LEAD WORKER/SUB-FOREMAN DESIGNATIONS AND SUPERVISOR FILL-IN

Section 1: A Lead Worker is one who takes the lead and gives direction to two (2) or more workers in his/her group while performing the same duties as the other workers. Employees may be assigned as Lead Worker on a long-term basis, temporarily, or seasonally. Basic duties and responsibilities include:

1) Receives instructions and work specifications from a supervisor and transmits them to workers.

2) Motivates workers to meet production standards.

3) Assists workers or supervisor in solving work-related problems.

4) Regularly performs all tasks of workers in the group.

5) May assign and explain tasks to workers.

6) May inspect machines, equipment, incoming materials, and completed work.

7) May record information such as time and production data.

A Lead Worker is not responsible for final decisions regarding quality and quantity of work produced or for personnel actions such as releases, transfers, upgrades, or disciplinary actions/measures. Lead Worker functions are secondary to the work duties he/she performs.

Section 2: Conditions for designating Lead Workers and Sub-Foremen are:

1) The Public Works Director and/or department directors shall possess, retain, and exercise the right to appoint employees to the position of Lead Worker or Sub-Foreman and may remove the same. All appointments and removals shall be in writing to the individual with a copy to the Human Resources Department.

2) The appointed employee's supervisor shall prepare a brief evaluation of the employee's performance and place same in his/her personnel file for consideration in making future appointments to a higher level.

Section 3: When an employee is authorized to fill-in for a supervisor for an extended period of time (more than one (1) full day), the employee shall receive Sub-Foreman pay from day one (1) of the appointment.

ARTICLE 11 -- WAGES AND FRINGE BENEFITS IN LIEU OF WAGES

Section 1: A 2.0% wage increase effective for each year of the contract as follows:

	Current	6/1/2020	6/1/2021
Supervisor, Parks & Recreation*	$33.65	$34.32	$35.01
Supervisor, Roads Department	$29.90	$30.50	$31.11
Teamster	$24.12	$24.60	$25.09
Animal Control Officer**		$17.50	$17.85
Sub-Foreman (additional per hour)	$2.25	$2.25	$2.25
Leadman (additional per hour)	$1.00	$1.00	$1.00

*Through the process of attrition, the wage for the Parks and Recreation Supervisor will be brought in-line with that of the Road Department Supervisor

**The base hourly wage for Animal Control Officers hired prior to June 1, 2020 will continue to be in line with the Teamster pay. When the next Animal Control Officer vacancy occurs, two (2) new Animal Control Officers will be hired to replace the outgoing employee, meeting the staffing goal of three (3) Animal Control Officers. Their base hourly wage will be per the above wage schedule.

When an employee of the union is authorized by a superintendent or operations supervisor to supervise two or more employees when the supervisor or superintendent is not otherwise directing the work, the employee shall receive Lead Worker pay. When an employee is authorized to fill in for a supervisor, when a supervisor is absent for an extended period of time (8 hours or more) the employee shall receive Sub-Foreman pay.

Section 2: In addition, in lieu of wages, the following payments shall be remitted to the appropriate trusts, as provided in Articles 23 and 24 as follows:

1) Effective June 1, 2020, the Employer shall contribute $676.75 plus an additional $30.00 monthly for each qualified employee covered by the Agreement who is on the payroll of the Employer at any time during such month toward the Montana Teamster's Employer's Trust, Class 14 Plan. Effective June 1, 2021, the employer's contribution will increase to $706.75. The additional $30.00 will continue for the second year of the contract only if the Employer continues the monthly rehabilitation payment of $150.00 to employees enrolled in the Butte-Silver Bow Health Insurance Plan. Regardless, the additional $30.00 monthly contribution will sunset on May 31, 2022.

2) Effective June 1, 2020, four dollars and forty five cents ($4.45) per each compensable hour shall be paid to the Western Conference of Teamster's Pension Trust with three dollars and ninety nine cents ($3.99) per compensable hour of this amount to be paid into the basic pension, and the additional forty six cents ($.46) per compensable hour to the Program for Enhanced Early Retirement (PEER) "82". The total contribution, four dollars and forty five cents ($4.45) per hour is for all compensable hours including paid leave such as sick leave, funeral time, vacation time, holidays, etc. Provided, however, that in no event shall such contributions by the Employer for any employee in any one week exceed the sum of one hundred seventy eight dollars ($178.00). (This contribution is based on the contribution rate times 40 hours, not to exceed 2080 hours in any year).

   Effective June 1, 2021, four dollars and fifty five cents ($4.55) per each compensable hour shall be paid to the Western Conference of Teamster's Pension Trust with four dollars and eight cents ($4.08) per compensable hour of this amount to be paid into the basic pension, and the additional forty seven cents ($.47) per compensable hour to the Program for Enhanced Early Retirement (PEER) "82". The total contribution, four dollars and fifty five cents ($4.55) per hour is for all compensable hours including paid leave such as sick leave, funeral time, vacation time, holidays, etc. Provided, however, that in no event shall such contributions by the Employer for any employee in any one week exceed the sum of one hundred eighty two dollars ($182.00). (This contribution is based on the contribution rate times 40 hours, not to exceed 2080 hours in any year).

   It is agreed and understood that the contribution required to provide the Program for Enhanced Early Retirement (PEER) "82", will not be taken into consideration for benefit accrual purposes under the Plan.

Section 3: If Teamsters in the Public Works Department are required to haul on the same type of equipment that employee is operating that day, then the Teamster will receive the difference between the Laborer's and the Teamster's base pay.

Section 4: The Employer will cover all expenses incurred for Teamster employees securing or renewing their CDLs.

Section 5: The Employer will cover all expenses incurred by an employee for rabies and any and all other immunizations required as part of their job.

Section 6: The City-County of Butte-Silver Bow will not use audio or video surveillance footage from body cameras worn by Animal Control Officers for disciplinary purposes, except in instances where such footage shows obvious criminal conduct committed by an employee.

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ARTICLE 12 -- LONGEVITY

Section 1: In addition to the base wage provided in Article 11, 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.

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.

ARTICLE 13 -- SHIFT DIFFERENTIAL

Section 1: Employees working on shifts beginning 12:00 noon or after but before 6:00 p.m. shall receive seventy (.70) cents per hour over their regular hourly wages as set forth in Article 11. Employees working on shifts beginning after 6:00 p.m. and prior to 5:00 a.m. shall receive seventy-five (.75) cents per hour over their regular hourly wage as set forth in Article 11. Day shift will begin at 5:00 a.m.

ARTICLE 14 -- SPECIAL PAY

Section 1: Employees will receive a Special Payment of $500.00 per year. The payment will be made by separate payroll check on December 10th of each year. Special pay for employees who separate employment from the City-County of Butte-Silver Bow prior to December 10th will be pro-rated on a monthly basis.

Section 2: No employee under the jurisdiction of the Teamsters' Union who prior to the date of this Contract was receiving more than the rate of wages designated in this schedule shall suffer a reduction in wages or change of conditions, through the operation or because of the adoption of this Agreement.

Section 3: Teamsters pulling a trailer with anything other than a pickup, at any time during a shift shall receive eight dollars ($8.00) per shift in addition to the regular scale for such shift.

Section 4: Any truck driver or helper working at a higher rate job shall receive the higher rate of pay for a minimum of four (4) hours and if required to work at the higher rate job in excess of four (4) hours shall receive the higher rate for eight (8) hours.

Section 5: Employees will not be required to manually handle garbage containers over thirty-two (32) gallon capacity.

Section 6: Reflective winter safety coats will be provided for all Teamsters employed by the City and County of Butte-Silver Bow. Coats will be replaced on a minimum two year basis or on the need to replace due to wear.

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ARTICLE 15 -- PAYDAY

Section 1: Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis.

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

Section 3: If Butte-Silver Bow should propose a change to the pay period schedule as enumerated in Section 1 above, Butte Teamsters' Union, Local No. 2 will agree to this change providing all other Collective Bargaining Units agree to the proposed change.

ARTICLE 16 -- GENERAL CONDITIONS

Section 1: Teamsters will not be required to shovel on any excavation job where two (2) or more helpers are employed.

Section 2: Teamsters going out of the County over a meal period shall have their expenses paid by the Employer.

Section 3: The Employer recognizes the established Union Steward System. The Employer will not discriminate against a Union Steward for legitimate steward activity. The activity includes investigation of formal grievances, receiving notification of serious accidents, and/or health hazards.

Section 4: All reprimands and suspensions and documentation of such issued in compliance with the Butte-Silver Bow Policy on Discipline/Discharge will be removed from an employee's personnel file as follows: (a) Verbal Reprimand – six (6) months; (b) Written Reprimand – twelve (12) months; and (c) Suspension Without Pay – eighteen (18) months. Any reprimand issued an employee must be issued within ten (10) working days of the first knowledge and/or occurrence, or be forever waived. Exceptions to the ten (10) working day period shall be as follows: (a) an incident resulting in a formal legal proceeding to establish fault or guilt, for example, a police court or justice court proceeding and/or (b) an incident resulting in a quasi-legal proceeding to establish fault or guilt, for example, a safety committee proceeding.

Section 5: A rest period of fifteen (15) minutes will be allowed all employees during each eight (8) hours of work. Two (2) rest periods of fifteen (15) minutes will be allowed to all employees during each ten (10) hour shift. Rest periods as scheduled by the Employer shall be granted without any requirements to make up time.

Section 6: The Employer shall provide the following safety equipment as needed: (a) vests; (b) hard hats; (c) rubber boots; (d) gloves; (e) safety goggles; (f) ballistic jacket/vest; and (g) body cam.

Section 7: Reflective winter safety coats will be provided for all Teamsters employed by the City-County of Butte-Silver Bow. Coats will be replaced on a minimum two (2) year basis or as needed due to wear.

Section 8: Employees will receive an annual allowance of $100.00 for the purchase/ replacement of steel/hard-toed boots (which may be replaced as necessary at the supervisor's

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discretion). The allowance may be reimbursed with proper receipts (non-taxed) before November 15th each year or will be paid out as a once-a-year lump sum payment on a separate check to the employees on their first payroll in December (taxes levied). Employees who fail to successfully complete their probationary period shall have the cost of the footwear deducted from their final paycheck.

Section 9: The employee is responsible for wearing safety footwear and clothing that is in good condition on the job at all times.

Section 10: The Employer shall pay for any physical required to perform Teamster duties with Butte-Silver Bow reserving the right to select its own medical doctor.

Section 11: Two employees will be present on call outs when there is a reasonable safety concern regarding the work to be performed subject to approval of a supervisor, if available. If no supervisor is available, the employee will determine whether a reasonable safety concern exists at the time of the call out, which will be discussed with a supervisor as soon as one is available.

ARTICLE 17 -- 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 by the Business Representative of the Union or any one 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

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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 paid 25% by the prevailing party and the remaining 75% paid by the unsuccessful party to the grievance.

4) The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.

Section 4: Time Limits

1) Time limits as defined in this article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and holidays are not considered working days.

2) 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 18 -- HOLIDAYS

Section 1: All employees shall be paid a day's pay, at their hourly rate set forth in Article 11, for the following holidays.

1) New Year's Day, January 1st

2) Presidents Day, the third Monday in February

3) Memorial Day, the last Monday in May

4) Independence Day, July 4

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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) Day after Thanksgiving

10) Christmas Day, December 25

11) State General Election Day

Section 2: In addition to holiday pay, employees who work on any of the above mentioned holidays shall be paid at two times their regular hourly rate set forth in Article 11, plus any overtime and differential provided for in the Agreement, if the same is applicable to such work.

Section 3: Employees shall be granted one (1) 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 4: For any of the above mentioned holidays falling on Sunday, the next day, Monday, shall be considered the holiday.

Section 5: For any of the above mentioned holidays falling on Saturday, the previous day, Friday, shall be considered the holiday (except men on continuous operation).

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

ARTICLE 19 -- VACATION

Section 1: Each permanent, full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. The intent and purpose of this Section is not to change the fact that vacation leave is accrued on a monthly basis.

Section 2: Seasonal employees shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they may use the 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.

Section 3: Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

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

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Section 5: Temporary employees do not earn vacation leave credits except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than six (6) months may count as earned leave credits for the immediate term of temporary employment.

Section 6: 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 any agency whether the employment is continuous or not:

Years of Employment	Working Day's Credit
1 day through 10 years	15 Days
10 years through 15 years	18 Days
15 years through 20 years	21 Days
20 years on	24 Days

Section 7: Except as provided in Section 10, annual vacation leave may be accumulated to a total not to exceed two 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 calendar days from the last day of the calendar year in which the excess was accrued.

Section 8: 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 in Section 1.

Section 9: However, if an employee transfers between agencies of the same jurisdiction, cash compensation may not be paid for unused vacation leave. In such a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Section 10: 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 7 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 7.

Section 11: Employees may split vacations.

Section 12: 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.

Section 13: Department seniority shall govern vacation selection.

Section 14: One third (1/3) of the employees in each department may select the same vacation period.

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ARTICLE 20 -- SICK LEAVE

Section 1: Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days. The intent and purpose of this section is not to change the fact that sick leave is accrued on a monthly basis.

Section 2: 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.

AND/OR

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

Section 3: An employee may not accrue sick leave credits while in a leave-without-pay status exceeding 15 working days.

Section 4: Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

Section 5: Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Section 6: An employee who terminates employment with the agency is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the state, county or city. Accrual of sick leave credits for calculating the lump sum payment provided for in this subsection begins July 1, 1971. The payment, therefore, shall be the responsibility of the City-County wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he shall not be entitled to a lump sum payment. In such a transfer the receiving City-County shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

Section 7: An employee of Butte-Silver Bow who receives a lump sum payment pursuant to this act and who is again employed by Butte-Silver Bow may not be credited with any sick leave for which he has previously been compensated.

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Section 8: The Human Resources Department of Butte-Silver Bow is responsible for the proper administration of sick leave and shall promulgate such rules and regulations as it deems necessary to implement the uniform administration of sick leave and the prevention of its abuse. When promulgated, those rules and regulations are effective as to all employees of Butte-Silver Bow.

Section 9: Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment provided for in this act. If abuse is suspected, the Employer may require an employee to be examined by a licensed physician or a licensed practitioner of its choice. The Employer shall pay the costs of such an examination.

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

Section 12: 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 13: An employee who has been unable to work for a period of ten (10) or more working days due to illness or accident shall be required, before being permitted to return to work, to provide medical evidence (physical and/or psychological) that he is again able to perform all significant duties of the position in a competent manner and without hazard to the employee or others.

Section 14: Employees that are off of work due to a work related injury and are receiving Workman's Compensation Benefits may use earned sick leave time to supplement Workman's Compensation Benefits to receive 100% of their current wage. During this period of sick leave supplementation the employee's other benefits will be maintained for the period that sick leave supplementation is available to the employee.

ARTICLE 21 -- SENIORITY

Section 1: Seniority lists shall be updated and posted every six months. In the event of a Reduction in Force, the Reduction in Force will be determined by seniority and not by job assignment or department.

Section 2: The Employer shall continue to follow the past practice of giving 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 Teamsters' Bargaining Unit. In cases of reductions in force, the last man hired will be the first man laid off; the last man laid off, will be the first man rehired.

Section 3: Available overtime shall be offered by job assignments on a rotating seniority basis. Refusal of overtime work shall be considered time worked for rotation purposes. A

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seniority list will be posted for those employees desiring overtime. Employees must be qualified to perform the work. From April 1 through October 1, there will be two call out lists. One list will be for the Parks and Recreation Department and the other for the Road Department. From October 1 through March 31, the call out list will be combined for both the Parks and Recreation Department and the Road Department.

Section 4: In the case of regularly scheduled weekend work, it should be offered according to seniority, from the top down and required from the least senior employees.

Section 5: 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, 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);

5) Failure to report for work after a layoff within forty-eight (48) hours after the time of being personally notified, or within one week of such notice being given in writing to the Union; and

6) 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.

It is understood that notice to the Union of vacancy in a classification for which an employee who is on layoff being given in writing to the Union shall be notice to the employee if that employee is specifically named in such notice to the Union.

Section 6: Seniority shall govern as to the choice of vacation time, but in the event of split vacation, shall apply only to the first split.

Section 7: All job vacancies or newly created positions shall be advertised first among the Teamsters' bargaining unit in order to provide existing personnel that meet the qualifications and essential requirements of the advertised postings with job preference into those positions.

Section 8: All vacancies or newly created positions shall be posted on the bulletin boards located at the work sites for a period of not less than five (5) working days.

Section 9: Vacancies and newly created positions shall be filled as determined by the Employer.

ARTICLE 22 -- PROBATIONARY PERIOD

Section 1: All new employees shall serve a six month probationary period. Butte-Silver Bow may at its discretion dismiss a probationary employee at any time during the probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth in Article 17 as a means of contesting his/her dismissal.

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Section 2: Upon completion of the probationary period, the employee may be demoted, suspended, or discharged only for just cause.

ARTICLE 23 -- HEALTH AND WELFARE

Section 1: Effective June 1, 2020, the Employer shall contribute $676.75 plus an additional $30.00 monthly for each qualified employee covered by the Agreement who is on the payroll of the Employer at any time during such month toward the Montana Teamster's Employer's Trust, Class 14 Plan. Effective June 1, 2021, the employer's contribution will increase to $706.75. The additional $30.00 will continue for the second year of the contract only if the Employer continues the monthly rehabilitation payment of $150.00 to employees enrolled in the Butte-Silver Bow Health Insurance Plan. Regardless, the additional $30.00 monthly contribution will sunset on May 31, 2022.

Section 2: The Employer agrees to remit said contribution on or before the 10th of each month to the Montana Teamsters Employer's Trust or its successor in payment of health and welfare benefits provided by such Health and Welfare Plan.

Section 3: Provided that the employee notifies the Employer in a timely manner of the necessity for such, the Employer will provide three additional months health insurance coverage for individuals who are off work due to related illness or injury. This three month period will commence following the three month continuation of coverage that is built into the Montana Teamsters' Employer's Trust Insurance Plan.

ARTICLE 24 -- PENSION

Section 1: Effective June 1, 2020, four dollars and forty five cents ($4.45) per each compensable hour shall be paid to the Western Conference of Teamster's Pension Trust with three dollars and ninety nine cents ($3.99) per compensable hour of this amount to be paid into the basic pension, and the additional forty six cents ($.46) per compensable hour to the Program for Enhanced Early Retirement (PEER) "82". The total contribution, four dollars and forty five cents ($4.45) per hour is for all compensable hours including paid leave such as sick leave, funeral time, vacation time, holidays, etc. Provided, however, that in no event shall such contributions by the Employer for any employee in any one week exceed the sum of one hundred seventy eight dollars ($178.00). (This contribution is based on the contribution rate times 40 hours, not to exceed 2080 hours in any year).

Effective June 1, 2021, four dollars and fifty five cents ($4.55) per each compensable hour shall be paid to the Western Conference of Teamster's Pension Trust with four dollars and eight cents ($4.08) per compensable hour of this amount to be paid into the basic pension, and the additional forty seven cents ($.47) per compensable hour to the Program for Enhanced Early Retirement (PEER) "82". The total contribution, four dollars and fifty five cents ($4.55) per hour is for all compensable hours including paid leave such as sick leave, funeral time, vacation time, holidays, etc. Provided, however, that in no event shall such contributions by the Employer for any employee in any one week exceed the sum of one hundred eighty two dollars ($182.00). (This contribution is based on the contribution rate times 40 hours, not to exceed 2080 hours in any year).

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The additional contribution for PEER "82" must at all times be 11.5% of the basic contribution and cannot be decreased or discontinued at any time.

It is agreed and understood that the contribution required to provide the Program for Enhanced Early Retirement (PEER) "82", will not be taken into consideration for benefit accrual purposes under the Plan.

Section 2: The Employer agrees to remit these monies to the appropriate area Administrative Office on or before the 10th of each month.

Section 3: The foregoing payments are to be computed and remitted in accordance with the requirements of the Pension Trust Fund. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Section 4: The payments provided for in this Section shall be used by the Pension Trust Fund to provide benefits for eligible employees in accordance with the plan of said Pension Trust Fund, as determined by the Trustees of said Pension Trust Fund to be applied to the eligible employees.

Section 5: The Employer covered by this Agreement hereby agrees to be bound by all terms and provisions of this Agreement and Declaration of Trust establishing said Pension Trust Fund. Each such Employer further agrees irrevocable to designate as its representatives on the Board of Trustees of said Pension Trust Fund, such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors elected in the manner provided in said Agreement and Declaration of Trust, and agrees to be bound by all action taken by said Agreement and Declaration of Trust.

Section 6: It is understood and agreed that the Pension Plan referred to herein shall be such as will qualify for approval by the Internal Revenue Bureau of the United States Treasury Department, so as to allow the Employer an income tax deduction for the contribution paid hereunder.

Section 7: The parties agree that if they enter into a renewal extension, modification or replacement of the Labor Agreement for a period which includes or follows January, 1979, they shall include a provision which requires the Employer to make contributions to the Western Conference Teamsters' Pension Fund after December 31, 1978, at an increased rate, which shall be in lieu of wages of 140 percent of the highest pension contribution rate in effect under the terms of the Labor Agreement prior to January 1, 1979.

Section 8: Under USERRA, as a contributing employer to the Western Conference Trust, the Employer has several pension obligations regarding an employee who leaves covered employment to enter military service and thereafter returns to work while his or hers USERRA reemployment rights are protected:

First, if the employee is absent from work for no more than 30 consecutive days because of military service, the employer is obligated under USERRA to continue making pension contributions to the Western Conference Trust just as if the employee had continued in covered employment without interruption.

Second, if the employee is absent from covered employment for more than 30 days because of military service and then returns to work while his USERRA reemployment rights are protected, the Employer is obligated under USERRA to do two things:

1) It must notify the Trust in writing within 30 days after the employee's return to work.

2) It must pay retroactive pension contributions to the Trust on the employee's behalf for the period he or she was absent from covered employment just as if the employee had never left covered employment with the Employer.

Under USERRA, the Employer is not obligated to pay interest on these retroactive pension contributions. However, if it fails to pay required USERRA pension contributions to the Trust on a timely basis, those contributions will be considered delinquent and processed under the Trust's regular delinquency procedures just like any other overdue pension contributions, thereby exposing the Employer to liability for interest on those contributions from their due date, plus liquidated damages and attorney's fees. Employer compliance with USERRA's pension contribution obligations will also be monitored as part of the Trust's regular employer audit program.

ARTICLE 25 -- BARGAINING UNIT WORK

Section 1: Any person not in the bargaining unit covered by this Agreement shall not perform any of the work of any employees in the bargaining unit except in extreme emergencies (emergencies are defined to mean where life, limb, or property is in imminent danger) or for the purpose of instruction. For the purpose of interpreting this clause, each craft will be considered a separate bargaining unit.

Section 2: Misassignment of Work: In the event of an admitted error in assignment of work, the affected employee or employees will be made whole for the period of time that the misassignment of work continued.

ARTICLE 26 -- NO STRIKE, NO LOCKOUT

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 27 -- 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, but not limited to:

1) Direct employees;

2) Hire, promote, transfer, assign, and retain employees;

3) Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be insufficient and nonproductive;

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4) Maintain the efficiency of government operations;

5) Determine the methods, means, job classifications and personnel by which government operations are to be conducted;

6) Take whatever action may be necessary to carry out the missions of the agency in situations of emergency;

7) Establish the methods and processes by which work is performed.

Section 2: Except as otherwise expressly and specifically provided for in the Agreement or by past practice, the Employer shall manage the business and direct the working force.

ARTICLE 28 – LABOR MANAGEMENT

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. 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 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 as 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 29 –TERM OF AGREEMENT

THIS AGREEMENT is effective June 1, 2020, and shall continue in full force and effect until the 31st day of May 2022, 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 provisions of this Agreement, or termination of the same.

THE PARTIES TO THIS AGREEMENT also agree to the following:

1) The terms and conditions of this Agreement are retroactive to June 1, 2020, and all wage and benefit payments shall be paid retroactive to that date.

2) All dates not directly affected by this Agreement will be brought forward, if necessary.

3) If the Employer negotiates greater across-the-board pay raises with any other bargaining unit or unit in Butte-Silver Bow, the parties agree to re-open the wage provisions of the contract for negotiations.

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

FOR BUTTE TEAMSTERS' UNION,
LOCAL NO. 2

By: Dave Ralph
Business Agent

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

DocuSigned by:
By: Dave Palmer
BB20ED2738D44E3
Chief Executive

ATTESTED:

DocuSigned by:
By: Sally J Hollis Sally Hollis
B088CE393355452
Clerk and Recorder