

2020-421
Agreement



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

and

Teamsters, Local No. 2

IT

October 1, 2020 – September 30, 2022

TABLE OF CONTENTS

Article 1 – Recognition and Membership----- 1

Article 2 – Definitions ----- 2

Article 3 – Non-Discrimination ----- 2

Article 4 – Protection of Rights ----- 2

Article 5 – Rights of Management----- 2

Article 6 – No Strike, No Lockout ----- 3

Article 7 – Savings Clause ----- 3

Article 8 – Bargaining Unit Work ----- 3

Article 9 – Subcontracting----- 3

Article 10 – Hours of Work----- 4

Article 11 – Overtime/Compensatory Time----- 4

Article 12 – On-Call/Call-Out ----- 4

Article 13 – Wages----- 5

Article 14 – Longevity ----- 5

Article 15 – Payday ----- 6

Article 16 – General Conditions----- 6

Article 17 – Grievance Procedure ----- 8

Article 18 – Holidays----- 8

Article 19 – Health and Welfare ----- 9

Article 20 – Pension ----- 9

Article 21 – Labor Management-----10

Article 22 – Term of Agreement -----11

Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, at Butte, Montana by and between THE CITY-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 covered under this bargaining agreement, to-wit: Computer Systems Analyst/Network Administrator, Computer Systems Analyst/Security Administrator, Computer Systems Analyst/Systems Administrator, Computer Systems Support Specialist, Computer Systems Support Specialist/IT Training Coordinator, Computer Systems Support Specialist/On-Line Business Analyst & Public Information Officer, and those employed within the IT Division providing IT support, with the exclusion of management officials or supervisory employees as defined by the Act 39-31-103, MCA. Positions may be added or subtracted upon mutual agreement of both parties.

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.

Section 4: All items not addressed in this contract fall under county policy

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 -- 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) directing employees;

- 2) hiring, promoting, transferring, assigning, and retaining employees;
- 3) relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be insufficient and nonproductive;
- 4) maintaining the efficiency of government operations;
- 5) determining the methods, means, job classifications and personnel by which government operations are to be conducted;
- 6) taking whatever action may be necessary to carry out the missions of the agency in situations of emergency; and
- 7) establishing 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 work force.

ARTICLE 6 -- NO STRIKE, NO LOCKOUT

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

ARTICLE 7 -- 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 8 -- BARGAINING UNIT WORK

Section 1: With the exception of the IT Manager and application business managers in such cases for maintenance and daily administration, 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.

ARTICLE 9 -- 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 emergency situations 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 the contract letting, the Union written notice and will set up a meeting with Union officials prior to awarding any contracts.

ARTICLE 10 -- HOURS OF WORK

Section 1: Eight (8) hours of work shall constitute a regular workday. Forty (40) hours of work shall constitute a regular work week. However, nothing contained herein shall be construed to establish a guaranteed workday or work week.

Section 2: Employee core hours are between 9:00 a.m. and 4:00 p.m. Employees must establish consistent start and stop times.

ARTICLE 11 -- OVERTIME/COMPENSATORY TIME

Section 1: Work performed in excess of forty (40) hours in any work week must be approved by the supervisor, excluding callouts as defined in Article 12, and shall be paid at the rate of one and one-half (1-1/2) hours compensatory time for all hours worked.

Section 2: All compensatory time off shall be taken at a time mutually agreeable to the employee and the Employer, and the employee shall be permitted to use such time off within a reasonable period after making the request if such time off does not unduly disrupt the operations of the department.

Section 3: Accumulation of compensatory time and cash out of such time shall be governed in compliance with the Fair Labor Standards Act.

Section 4: Compensatory time may be accrued to a maximum of 140 hours and may be used with approval of the employee's supervisor during the fiscal year. Compensatory time may be cashed out or carried over into the next fiscal year as follows:

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

ARTICLE 12-- ON-CALL/CALL OUT

Section 1: Employees assigned to carry the on-call phone, will receive compensation at a rate of \$25.00/day Monday through Friday and \$50.00/day for Saturday, Sunday, and holidays.

Section 2: IT personnel called out to work additional hours shall receive compensatory time at the rate of at one and one-half (1-1/2) hours for all hours worked.

ARTICLE 13 -- WAGES

Section 1:

CLASSIFICATION SYSTEM		
Classification	Year 1	Year 2
Computer Systems Analyst IV	\$29.31	\$29.90
Computer Systems Analyst III	\$28.12	\$28.68
Computer Systems Analyst II	\$26.93	\$27.47
Computer Systems Analyst I	\$25.74	\$26.25
Computer Systems Support Specialist IV	\$27.00	\$27.54
Computer Systems Support Specialist III	\$25.25	\$25.76
Computer Systems Support Specialist II	\$23.50	\$23.97
Computer Systems Support Specialist I	\$20.66	\$21.07

ARTICLE 14 -- LONGEVITY

Section 1: In addition to the base wage provided in Article 13, an employee is entitled to a longevity allowance starting on the fifth anniversary of uninterrupted service of their date of entry into the bargaining unit. For employees covered under this agreement who were hired before the initiation of this contract, their years of service will be calculated based on their date of hire of uninterrupted service with Butte-Silver Bow.

LONGEVITY SCHEDULE			
Years	Annual Amount	Years	Annual Amount
5	\$250.00	18	\$900.00
6	\$300.00	19	\$950.00
7	\$350.00	20	\$1,500.00
8	\$400.00	21	\$1,500.00
9	\$450.00	22	\$1,500.00
10	\$500.00	23	\$1,500.00
11	\$550.00	24	\$1,500.00
12	\$600.00	25	\$1,500.00
13	\$650.00	26	\$1,500.00
14	\$700.00	27	\$1,500.00
15	\$750.00	28	\$1,500.00
16	\$800.00	29	\$1,500.00
17	\$850.00	30	\$1,500.00
Taxes Levied			

Section 2: Longevity will be paid on a separate check on the anniversary date of the employee's entry date into the bargaining unit or, for those employees hired before the initiation of this contract, the anniversary date of their date of hire.

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: 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.

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 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 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 13, for the following holidays.

- 1) New Year's Day, January 1st

- 2) Martin Luther King Day, the third Monday in January
- 3) Presidents Day, the third Monday in February
- 4) Memorial Day, the last Monday in May
- 5) Independence Day, July 4th
- 6) Labor Day, the first Monday in September
- 7) Veteran's Day, November 11th
- 8) Thanksgiving Day, the fourth Thursday in November
- 9) Day after Thanksgiving, the fourth Friday in November
- 10) Christmas Day, December 25th

Section 2: In addition to holiday pay, employees who work on any of the above holidays shall be paid at the rate of one and one-half (1-1/2) hours compensatory time.

Section 3: On January 1st, 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. In addition, employees will be granted one (1) personal day in lieu of General Election Day, which must also 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.

ARTICLE 19 -- HEALTH AND WELFARE

Section 1: Effective October 1, 2020, the Employer shall contribute \$1,250.00 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 October 1, 2021, the employer's contribution will increase to \$1,280.00.

Section 2: The Employer agrees to remit said contribution on or before the 15th 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 20 -- PENSION

Section 1: Effective October 1, 2020, one dollar (\$1.00) per each compensable hour shall be paid to the Western Conference of Teamster's Pension Trust. The contribution 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 dollars (\$40.00). (This contribution is based on the contribution rate times 40 hours, not to exceed 2080 hours in any year).

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 21 -- 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.

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 22 --TERM OF AGREEMENT

THIS AGREEMENT is effective October 1, 2020, and shall continue in full force and effect until the 30th day of September 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 September 30th of any year, indicating that changes are desired in any or all of the provisions of this 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 BUTTE TEAMSTERS' UNION,
LOCAL NO. 2

By: *Harlan*
Business Agent

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

DocuSigned by:
Dave Palmer
8620002798D44E3...
Chief Executive

ATTESTED:

DocuSigned by:
Sally J. Hollis
8088CE393355452...
Sally Hollis Clerk & Recorder