

COLLECTIVE BARGAINING AGREEMENT

between

The City-County of
Butte-Silver Bow, Montana

and

UNITE HERE, AFL-CIO

Local No. 427

July 1, 2017 – June 30, 2019



**UNITE
HERE!**

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AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the CITY-COUNTY OF BUTTE-SILVER BOW, MONTANA, herein referred to as "EMPLOYER", and UNITE HERE, Local No. 23, herein referred to as "UNION".

WITNESSETH

WHEREAS, the parties hereto have reached an agreement concerning standards of hours of labor, scale of wages, and other terms and 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 Employer, the Union, and the general public may mutually benefit;

NOW, THEREFORE, in consideration of the premises, covenants, undertakings, and terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto, as follows:

ARTICLE 1 -- RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for Concession/Hospitality Workers and Cashiers employed at the Butte Civic Center, excluding all persons defined by 39-31-103, MCA, unless such persons use the tools of the trade.

ARTICLE 2 -- UNION SECURITY

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees performing work covered by this Agreement. All such employees shall be required, within thirty-one (31) days after: (1) the date of their employment by the Employer; (2) the effective date of this Agreement; or (3) the date of execution of this Agreement, whichever date is latest, to become and remain members in good standing in the Union.

Section 2: All employees shall be offered membership in the Union upon the same equal terms and conditions offered to any other member or prospective member of the Bargaining Unit.

Section 3: It is understood that the failure of compliance of the Union Security provisions of this Article relates solely to dues and fees uniformly and periodically required of the employees.

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

Section 5: The Employer agrees, within ten (10) days, to notify the Union of the name, address, and date of employment of any person performing work under the jurisdiction of the Union.

Section 6: The Employer agrees to provide a list of each employee who worked during the previous month, by name and number of hours worked, to the Union Office no later than one (1) week after the close of each month. The list shall be sent to the Missoula Office, 208 E. Main Street, Missoula, MT 59802.

ARTICLE 3 -- 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 4 -- HOURS OF WORK

Section 1: Calendar week as used in this Article shall mean the period commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday.

Section 2: Forty (40) hours, consisting of five (5) eight (8) hour days within a calendar week, shall constitute a week's work.

Section 3: All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one calendar week shall be paid at the rate of one and one-half (1-1/2) times the regular scale. All work performed in excess of five (5) days within a spread of any seven (7) days or on the sixth (6th) consecutive day, whether in one calendar week or not, shall be paid at the rate of one and one-half (1-1/2) times the regular scale.

Section 4: No employee shall work more than six (6) consecutive days without a day off.

Section 5: Daily hours of employment shall be consecutive except in cases where a split shift is required.

Section 6: Management agrees to notify all employees one (1) week in advance of their first scheduled shift. Management also agrees to provide each employee a list of all upcoming events, including dates and times of each event. It is understood that some scheduled events are tentative and subject to change; therefore, all employees shall be allowed to check the Master Calendar at any time for changes and updates. If an employee cannot work a specified shift, they must give the Employer three (3) days' notice prior to the scheduled start time.

Section 7: Scheduling will be done by seniority on a per-day basis; however, no employee need be scheduled if it results in overtime payments according to the terms and conditions of Section 3 of this Article. A seniority list by classification will be maintained and displayed for employees on concession area bulletin boards and in the office. The seniority list will be posted every six months. **In the event an employee is unavailable to work a shift, she/he must provide a legitimate excuse for her/his absence.** If an employee is unable to provide a legitimate excuse for three (3) shifts in a six (6) month period, she/he shall be moved to the bottom of the seniority list. Legitimate excuses shall include educational scheduling conflicts, illness to the employee or her/his family, a scheduling conflict with a primary employer when an employee has not given advanced notice of their work schedule(s), union functions, advanced approved time off, or a family emergency. Employees shall provide work schedules from other employers in order to minimize scheduling conflicts.

Section 8: Employees called into work shall receive either a minimum of four (4) hours work or a minimum of four (4) hours pay.

ARTICLE 5 -- WAGES: CONCESSION/HOSPITALITY WORKERS

Section 1: The hourly wage for a Concession/Hospitality Worker shall be increased by seventeen cents (\$0.17) effective July 1, 2017, and by an additional seventeen cents (\$0.17) effective July 1, 2018. The minimum rate of pay on July 1, 2017 for this classification will be \$11.54 per hour and on July 1, 2018, it will be \$11.71 per hour.

Section 2: A one-time, special pay of thirteen cents (\$0.13) per hour worked will be paid to employees for each year of the contract.

Section 3: There shall be a Concession/Hospitality Worker Shift Leader position. The Shift Leader shall be compensated at a rate of fifty cents (\$0.50) per hour above the regular Concession/Hospitality Worker pay rate.

Section 4: Concession/Hospitality Workers required to work the split shift will receive an additional \$4.00 per shift.

ARTICLE 6 -- WAGES AND OTHER CONDITIONS: CASHIERS

Section 1: The hourly wage for a Cashier shall be increased by eighteen cents (\$0.18) effective July 1, 2017, and by an additional eighteen cents (\$0.18) effective July 1, 2018. The minimum rate of pay on July 1, 2017 for this classification will be \$12.10 per hour and on July 1, 2018, it will be \$12.28 per hour.

Section 2: A one-time, special pay of seven cents (\$0.07) per hour worked will be paid to employees for each year of the contract.

Section 3: All work performed selling tickets during an event in excess of six (6) hours in any one (1) day shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

Section 4: All work performed in the Main office or any other designated place of business for advance ticket sale of tickets in excess of eight (8) hours shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate. Cashiers duties will include processing phone orders, preparing orders for mailing, preparing orders for will call, operating ticketing software as needed, and counting stubs from sales.

Section 5: A minimum amount of overtime shall be allowed and any Cashier working a full six (6) hour shift on advance ticket sales shall not work the regular ticket sales on the same day; however, it shall be understood if any Cashier's services are required for additional time over the full six (6) hour shift, the Cashier shall continue to work overtime providing the amount earned for overtime shall not exceed that of an additional Cashier's shift.

Section 6: All overtime shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for the shift worked. The awarding of overtime hours shall be at management's discretion.

Section 7: A split shift shall consist of any six (6) hours worked within a spread of sixteen (16) hours at the rate of wages for the classification of the Cashier employed. Employees required to work a split shift will receive an additional \$4.00 per shift.

Section 8: The Employer has the discretion to assign the Cashiers to any ticket booth she/he sees fit. Such discretion shall be applied to all employees equally.

ARTICLE 7 -- LONGEVITY PAY

Section 1: All Concession/Hospitality Workers and Cashiers with a minimum of five (5) years of employment with the Employer shall receive longevity pay added to their base wage according to the following schedule:

- Five (5) Years – add 2% of base wage
- Ten (10) Years – add 2.5% of base wage
- Fifteen (15) Years – add 3% of base wage
- Twenty (20) Years – add 3.5% of base wage

ARTICLE 8 -- HOLIDAYS

Section 1: Time worked on the following holidays shall be paid for at the rate of two (2) times the regular hourly wage set forth in Articles 5 and 6: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and State General Election Day.

Section 2: All regular, full-time employees shall be paid at the regular daily wage scale as set forth in Articles 5 and 6 for the following holidays not worked: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, and State General Election Day.

Section 3: Time worked on Mother’s Day and the Employee’s Birthday shall be paid at the rate of two (2) times the regular hourly wage set forth in Articles 5 and 6. All regular, full-time employees shall be paid at the regular daily wage scale as set forth in Articles 5 and 6 for Mother’s Day and the Employee’s Birthday when not worked.

Section 4: If any of the above enumerated holidays fall on Tuesday through Friday of the work week, but because of Federal or State law the holiday is celebrated on the Monday preceding the holiday, then the date the holiday is celebrated pursuant to Federal or State law, shall be the holiday observed under this Article, and the actual date of the holiday shall not be considered a holiday for the purpose set forth in this Article.

ARTICLE 9 -- VACATION

Section 1: Annual vacation leave shall be granted in accordance with the following sections of Montana State Law:

2-18-611, MCA -- Annual Vacation Leave
2-18-612, MCA -- Rate Earned

ARTICLE 10 -- LEAVES OF ABSENCE

Section 1: Leaves of absence shall be limited to a maximum period of thirty (30) days.

Section 2: Absences beyond thirty (30) days shall cause termination of seniority, unless for bona fide illness or disability, including pregnancy.

Section 3: Absences beyond thirty (30) days shall be considered a voluntary quit.

Section 4: All leaves of absence shall be requested in writing, stating the reason for such leave. All leaves of absence shall be granted in writing.

Section 5: Leaves of absence shall be granted only for bona fide illness or disability, or a bona fide personal emergency.

Section 6: Leaves of absence shall be limited to one (1) such leave per year.

ARTICLE 11 -- UNION REPRESENTATIVE

Section 1: The Union Representative shall be allowed to visit employees in the interest of the Union from time-to-time; however, the Representative must notify the Employer of his/her intent in this matter.

ARTICLE 12 -- GENERAL

Section 1: The Employer shall furnish a special uniform as needed consisting of two (2) shirts and two (2) aprons for Concession/Hospitality Workers and two (2) shirts for Cashiers. A committee consisting of two (2) Concession/Hospitality Workers, one (1) Cashier, and management representatives shall meet to decide which uniform to purchase so that it works satisfactorily for all.

Section 2: The Employer shall allow a thirty (30) minute mealtime without loss of time for employees working eight (8) hours per day. If the Employer allows forty-five (45) minutes or more for mealtime, the employee shall work eight (8) hours for the daily wage scale provided in Articles 5 and 6. In addition, all employees shall have the opportunity to take one (1) paid fifteen (15) minute break for every four (4) hours worked per day.

Section 3: No present employee shall suffer a reduction in hourly or daily rate of pay or a loss of any fringe benefits presently enjoyed due to the signing or operation of this Agreement. Nothing herein shall be construed to prevent payment of wages in excess of the minimum wage scale as set forth in Articles 5 and 6; it being understood that the Employer may place superior wages, hours, working conditions, and other employee benefits in effect and may reduce the same to the minimum herein prescribed without the consent of the Union.

Section 4: All rights of the Employer and the Union are retained on all matters not expressly covered by the terms of this Agreement and neither shall be required during the term of this Agreement to bargain with respect to any matter not specifically set forth in this Agreement.

Section 5: The Employer has the exclusive duty and right to determine the quality and quantity of work, to manage the business and schedule of work. The Union recognizes the responsibilities imposed upon its jurisdiction, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and high standard of wages, the Employer must be able to manage and operate efficiently and economically, consistent with fair labor standards and the laws of the State of Montana. The Union through its bargaining agency agrees to cooperate in the attainment of these goals. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 13 -- SENIORITY AND JOB SECURITY

Section 1: After a probationary period of sixty (60) days, an employee may not be discharged without just cause.

Section 2: The Employer and the Union agree that, merit and ability being equal, length of service shall govern in layoff, rehiring, vacation time, awarding of shifts and hours, and promotions. The Employer shall be the judge of the competency of the employees. Length of service is determined from an employee's date of hire by Butte-Silver Bow as a Concession/Hospitality Worker or Cashier.

Section 3: All job vacancies or newly created positions shall be advertised first among the employees of the Bargaining Unit in order to provide existing bargaining unit personnel with job preference into those positions. All vacancies or newly created positions shall be posted on the bulletin board and in the three (3) concession areas for a period not less than five (5) working days, consisting of five (5) or more days of events at the Civic Center. In the event there is more than a two (2) week period in which there are no five (5) working days at the Civic Center, the job notice shall be mailed to each employee. Vacancies and newly created positions shall be filled as determined by the Employer.

ARTICLE 14 -- MANAGEMENT RIGHTS

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

- a. to direct the workforce;
- b. to hire, promote, transfer, assign, and retain employees;
- c. to relieve employees from duties because of lack of work or funds under conditions where continuation of such work be inefficient and nonproductive;
- d. to maintain the efficiency of government operations;
- e. to determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f. to take whatever actions may be necessary to carry out the missions of the Government in situations of emergency; and
- g. to establish the methods and processes by which work is performed.

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

ARTICLE 15 -- EMPLOYEE PRODUCTIVITY

Section 1: The Union recognizes that the Employer must produce and operate efficiently to be in a strong market position. The Union recognizes further that the Employer is therefore entitled to a fair day's work on the part of the members of the Union, and to this end it is recognized by the Union that the Employer is entitled to the cooperation of the employees in improving the productivity and efficiency of all aspects of the Employer's business, including improvement of production, elimination of waste and conservation of materials, supplies and equipment, improvement in the quality of workmanship and services to customers, elimination

of loss and damage to merchandise, elimination of employee and customer dishonesty, and strengthened good will between the Employer and the public.

ARTICLE 16 -- PAST PRACTICES

Section 1: The parties hereto agree that this Contract incorporates their full and complete understanding and that any prior or oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed in writing and signed by the parties as a supplement to this Agreement. The past practices recognized are as follows:

- a. Cook-Counter may cook hamburgers and hot dogs, or the like; shall not cut, cook, or serve chicken, fish, steaks, or grilled foods other than hot dogs and hamburgers, or the like. This Employee may serve food and beverages to their immediate station. They may clean grill and popcorn machine and wipe up spills in general area, but shall not do general cleaning or swamping. This employee will also be allowed to work as Cashier if the register is in the work area or adjacent to the cook area.

ARTICLE 17 -- LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1: In order to facilitate communication and resolve issues of mutual interest, it is agreed that a Labor-Management Relations Committee be established. This Committee shall consist of one (1) Concession/Hospitality Worker from each concession stand, one (1) Cashier, the Civic Center Manager, and the Human Resources Director. Meetings will be held three (3) times per year, once each in the Spring, Fall, and Winter, or upon the request of either the Employer or the Bargaining Unit made to the Human Resources Director. The date and time will be mutually agreed upon both parties.

ARTICLE 18 -- GRIEVANCE PROCEDURE

Section 1: A grievance is defined as any disagreement between the parties to this Agreement which pertains to: (1) any matter involving the application or interpretation of the Agreement or (2) any matter involving an alleged violation of any of the provisions of this Agreement.

Any grievance arising between the parties shall be settled as follows:

Step 1 In the event that the matter cannot be settled to the satisfaction of the individuals involved, all claims or grievances shall be submitted in writing by either party hereto to the other within thirty (30) calendar days of the time said claim or grievance is alleged to have occurred or be forever waived. All claims and grievances must allege a breach of an expressed provision of this Agreement. In the case of a grievance filed by the Union, such grievance shall be submitted by the Union Representative to the Civic Center Manager who shall have ten (10) calendar days to submit his reply in writing to the other party. In the event the matter cannot be settled to the satisfaction of the Union, the dispute shall be submitted in writing no later than ten (10) calendar days from the receipt of the reply from the Civic Center Manager to the Chief Executive who shall have ten (10) calendar days to submit his reply. A grievance filed by the Government shall be submitted to the Union Representative who shall have ten (10) calendar days to submit his answer in writing.

Step 2 In the event the matter cannot be settled to the mutual satisfaction of the parties, the claim of grievance shall be referred to arbitration as set forth in the arbitration procedure.

Step 3 Grievances cannot be discussed between employees and Shop Stewards during regular work hours.

Arbitration

Within ten (10) calendar days of the receipt of the respondent's reply as provided for in Step 1 above, the party desiring arbitration shall give to the other party written notice that the matter is to be submitted to arbitration and shall specify the exact question or questions to be arbitrated and the provision of the contract applicable to each issue to be arbitrated.

The Employer and the Union shall, within ten (10) working days, jointly request from the State of Montana Board of Personnel Appeals, a panel of five (5) arbitrators. 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. It is expressly understood that "joint request" means a single letter signed by both the Employer and the Union.

All of the time frames in the Grievance and Arbitration procedure may be waived or extended upon the mutual written consent of both parties.

The Arbitrator shall have authority only to deal with the difference between the parties involving the interpretation of this Agreement and shall not have the authority to alter or add to the terms of the Agreement or the wage scales, which are a part hereof. The Arbitrator shall not have the authority to go beyond the submission and any case referred to Arbitration by either party on which the Arbitrator has not power or authority to rule shall be referred back to the parties without decision.

Each party shall bear his own expenses with respect to the arbitration with the one exception that the expenses, if any, of the Arbitrator be paid one-half (1/2) by the Union.

All decisions of the Arbitrator, made within the scope of the submission and within the authority of the Arbitrator as defined in this Article, shall be final and binding on the Employer and the Union.

ARTICLE 19 -- 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 similar activity except informational picketing, or any violation of any State law during the term of this Agreement. 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 other persons shall immediately cease the offending conduct and if the Union does so, the Employer will not hold the Union liable for unauthorized acts or activities of its members. Under no circumstances will the Union cause or authorize or permit its members to fail to go on duty because of any picketing activity by any union whatsoever. The Union agrees that its members must, if necessary, cross any picket lines to report to duty and perform their duty.

Section 2: The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

ARTICLE 20 -- SEVERABILITY

Section 1: If any provision of the Agreement or the application of such provision be, in any court or by any other governmental action, held invalid, the remaining provisions and their application shall not be affected.

ARTICLE 21 -- DUTY TO BARGAIN

Section 1: During the life of this Agreement, or any extension thereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the terms of this Agreement or if it is a mandatory subject of bargaining under State or Federal law.

ARTICLE 22 -- NON-DISCRIMINATION

Section 1: Neither the Employer nor the Union will discriminate against an employee or applicant for employment based on the actual or perceived race, color, religion, national origin, creed, gender, gender identity, sexual orientation, marital status, veteran/military status, genetic history, political belief, age, or disability (as defined by the Americans with Disabilities Act and ADA Amendments Act) of the individual.

This policy applies to all terms, conditions, and privileges of employment and all policies of the City-County of Butte-Silver Bow.

Section 2: No member of the Bargaining Unit shall be discriminated against as a result of union membership or participation in lawful union activities. The Employer agrees not to interfere with, restrain, or coerce employees in the exercise of their collective bargaining rights.

ARTICLE 23 -- MEALS

Section 1: The Employer shall allow employees who work a short shift of three (3) hours or less, one meal without charge to the employee upon completion of the shift. The Employer shall allow the employee to eat from the regular bill furnished the customer from the regular concession stands when the stands are officially opened.

Section 2: Employees that work a split shift will receive two (2) meals from the regular bill furnished by the regular concession stands when the concession stands are officially opened.

Section 3: It is understood that the regular bill will include all sandwiches sold at the regular Civic Center concession stands.

ARTICLE 24 -- SUBCONTRACTING

Section 1: It is the intent of the parties to preserve the work and job opportunities to the Employees covered by this Agreement. The Employer will make every reasonable effort to retain employees covered herein, and will disclose to the Union seven (7) days prior to any subcontracting arrangements for services which might affect the Employees normally subject to the terms of this Agreement. The parties understand and agree that decisions regarding the subcontracting out of work by the Employer is within the Employer's management rights.

ARTICLE 25 -- TERM OF AGREEMENT

Section 1: This entire Agreement, except as otherwise herein provided, is effective on the first (1st) day of July 2017, and shall continue in full force and effect for two (2) years, until the thirtieth (30th) day of June 2019, at which time it is automatically renewed and continued from year-to-year thereafter unless written notice is given by either party hereto to the other not less than sixty (60) days prior to its expiration date in any year after 2011, indicating that changes are desired in any or all of the provisions of this Agreement provided, however, that in the event of a declared national emergency, either party to this Contract may, by written notice to the other, open the Contract to any matter directly affected by the national emergency.

Section 2: The written notice, as provided for in Section 1 of this Article shall contain the exact proposals desired to be written into a new agreement.

Section 3: Counter-notice must be served in writing upon the opposite party not less than thirty (30) days prior to expiration of the Agreement. Such notice and counter-notice shall be transmitted by certified, first class, return receipt letter. Postmark date on the envelope is considered the date of receipt. The issues as framed by notice and counter-notice, as herein specified, shall be the only subjects open for discussion and agreement during any following negotiation, conciliation, or hearing.

Section 4: Negotiation, conciliation, or hearing on the issues as hereto specified must be commenced within ten (10) days from the date of receipt of counter-notice, if any; if no counter-notice has been served, then within fifteen (15) days from the date of receipt of the original written notice.

Section 5: If during the life of this Agreement there is an increase in the minimum wage, then the parties agree to open the wage articles to negotiation.

Memorandum of Understanding - Emergency Employees Crossing Departments.

IN WITNESS WHEREOF, we have hereunto set our hand the day and year first above written.

FOR UNITE HERE (AFL-CIO),
LOCAL NO. 23

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

BY: *Mark Anderlik*
Mark Anderlik, Business Agent

BY: *Dave Palmer*
Dave Palmer, Chief Executive



ATTEST:

BY: *Julie A. Brandon*, Chief Deputy
Sally Hollis, Clerk and Recorder