

AMENDED
COLLECTIVE BARGAINING AGREEMENT

between

The City-County of
Butte-Silver Bow, Montana

and

Amalgamated Transit Union,
Local No. 381

July 1, 2018 – June 30, 2021



Table of Contents

Agreement -----	1
Intent and Purpose -----	1
Article 1– Definitions -----	1
Article 2 – Scope of Agreement -----	1
Article 3 – Recognition -----	1
Article 4 – New Employees -----	1
Article 5 – Termination of Agreement -----	2
Article 6 – Union Membership -----	2
Article 7 – Non-Discrimination -----	3
Article 8 – Union Activities -----	3
Article 9 – Strikes and Lockouts -----	3
Article 10 – Visits by Union Representatives -----	4
Article 11– Seniority -----	4
Article 12 – Job Descriptions -----	5
Article 13 – Assignment of Work -----	5
Article 14 – Work Schedules -----	6
Article 15 – Bulletin Boards -----	6
Article 16 – Equipment, Accidents, and Reports -----	6
Article 17 – Physical Examinations, Commercial Driver’s License Examinations/ Renewal Fees, and Identification Card Fees -----	7
Article 18 – Discharge or Suspension -----	7
Article 19 – Grievance Procedure -----	8
Article 20 – Pay Period and Pay Days -----	9
Article 21 – Wages -----	10
Article 22 – Incentive Pay -----	10
Article 23 – Work Week and Overtime -----	11
Article 24 – Management Rights -----	11

Article 25 – Leaves of Absence	12
Article 26 – Holidays	12
Article 27 – General Conditions	13
Article 28 – Personal Leave	13
Article 29 – Vacation	14
Article 30 – Sick Leave	14
Article 31 – Court Appearances	16
Article 32 – Jury Duty	16
Article 33 – Health Insurance	16
Article 34 – Death and Felonious Assault	17
Article 35 – Pension Plan	17
Article 36 – Cooperation Clause	17
Article 37 – Successor Clause	17
Article 38 – Labor Management Relations Committee	17
Article 39 – Savings Clause	18

AGREEMENT

The City-County of Butte-Silver Bow, hereinafter referred to as the "Employer", and the Amalgamated Transit Union (AFL-CIO), Local No. 381, hereinafter referred to as the "Union", agree to be bound by the terms and conditions of this Agreement.

INTENT AND PURPOSE

Section 1: The parties to this Agreement desire to establish and maintain mutual understanding and cooperation that will promote to the fullest the economy of the operation, the quality and quantity of service, the safety of the Employer's employees, and fair and reasonable conditions of employment, and provide methods for the fair and peaceful adjustment of all disputes that may arise between them so as to secure uninterrupted operations and the necessary cooperation to eliminate inefficiencies in the operation of a mass transportation system for the Butte-Silver Bow area.

ARTICLE 1 - 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 2 - SCOPE OF AGREEMENT

Section 1: This Agreement covers all transit drivers of the Employer. Employees covered by this Agreement shall perform all driving of the Employer's transit vehicles.

ARTICLE 3 - RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of establishing wages, fringe benefits, hours, and other conditions of employment for all transit drivers of the Butte-Silver Bow Transit System. Management, supervisory, and other statutory exceptions as defined in Section 39-31-103 Montana Code Annotated (MCA) are excluded from the Bargaining Unit.

ARTICLE 4 - NEW EMPLOYEES

Section 1: A new employee shall work under the provisions of this Agreement and will work a probationary period of six (6) months of actual time worked. During this established probationary period, an employee may be discharged without further recourse.

Section 2: An employee promoted from Transit Driver to Lead Transit Driver or Relief Driver to Transit Driver shall be subject to a new six (6) month probationary period per the requirements of **Section 1** above.

Section 3: New employees will be placed on the seniority list per the provisions of **ARTICLE 11 - SENIORITY** and begin the six (6) month probationary period upon date of employment.

Section 4: In case of discipline or discharge within the six (6) month probationary period, the Employer shall notify the Union in writing.

ARTICLE 5 - TERMINATION OF AGREEMENT

Section 1: This Agreement shall be in full force and effect from July 1, 2018, through June 30, 2021, and shall continue from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2: Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions to this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2021, or the termination of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3: In the event of an inadvertent failure by either party to give the notice set forth in Sections 1 and 2 of this Article, such party may give notice at any time prior to termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

ARTICLE 6 - UNION MEMBERSHIP

Section 1: All employees covered by this Agreement shall become members of the Union not later than thirty (30) days following the start of employment and shall remain members in good standing as a condition of continued employment.

Section 2: All employees who are now or may hereinafter become members of the Union shall continue to remain members of the Union as a term and condition of employment.

Section 3: The Employer shall deduct union dues and assessments from wages of employees under this Agreement. The amount so deducted shall be transferred to the Union each month.

Section 4: The Union agrees to indemnify and hold Butte-Silver Bow harmless against any and all claims, suits, orders, or judgments brought or issued against it as a result of any actions taken or not taken by the Employer under the provisions of this Agreement.

ARTICLE 7 - NON-DISCRIMINATION

Section 1: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, creed, gender, political ideas, marital status, age, physical or mental ability, genetic history, or national origin, nor limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities as stated above.

Section 2: To comply with the Americans With Disabilities Act and other applicable laws ensuring equal employment opportunities for qualified individuals with disabilities, reasonable accommodations will be 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 8 - UNION ACTIVITIES

Section 1: Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership activities.

ARTICLE 9 - STRIKES AND LOCKOUTS

Section 1: The Employer agrees that so long as this Agreement is in effect there shall be no lockouts. The curtailing of any operations for business reasons shall not be construed as a lockout. The Union and its officers, agents, members, and employees covered by this Agreement agree that so long as this Agreement is in effect there shall be no strikes, sit-downs, work stoppages, boycotts, or any unlawful acts that interfere with the Employer's operations or the offering of its service to the public.

Section 2: Employees shall not be entitled to benefits or wages while they are engaged in a strike, work stoppage, or other interruption of work.

ARTICLE 10 - VISITS BY UNION REPRESENTATIVES

Section 1: Representatives of the Union previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of conducting official union business if they first obtain permission to do so from the Chief Executive or his designated representative.

The Employer agrees that during working hours on the Employer's premises, and without loss of pay, union representatives shall be allowed to post union notices, distribute union literature, solicit union memberships during other employees' non-working time, attend negotiation meetings, transmit communications, and consult with the Employer or representatives, local union officers, or other union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 11 - SENIORITY

Section 1: Seniority is defined as an employee's most recent period of continuous permanent service with the Butte-Silver Bow Transit System.

Section 2: Seniority for all drivers shall begin the first day of entry into the bargaining unit under this contract as a permanent employee.

Section 3: Current seniority lists shall be maintained and posted on the employee's bulletin board(s).

Section 4: The Employer shall lay off employees in inverse order of seniority.

Section 5: Employees on lay off shall be recalled in order of seniority.

Section 6: Drivers shall choose work and vacation periods by seniority.

Section 7: Seniority shall terminate if:

- a. the employee is discharged,
- b. the employee quits voluntarily,
- c. the employee is laid-off for a period of twelve (12) months or more, or
- d. the employee fails to accept and report to work within one (1) week after notification of recall.

ARTICLE 12 – JOB DESCRIPTIONS

Section 1:

- a. Lead Transit Driver: Transit Driver assigned, but not limited to scheduling, covering open paratransit schedules and transit routes, approving time-off requests, and handling day-to-day issues as they arise.
- b. Transit Driver: Driver assigned to a paratransit schedule or transit route in the Butte-Silver Bow Transit System.
- c. Relief Driver: Qualified driver called in to cover a paratransit schedule or transit route due to the absence of a regular driver.

ARTICLE 13 - ASSIGNMENT OF WORK

Section 1: Two (2) Lead Transit Drivers (co-positions) shall be chosen by a competitive application/interview process from the pool of Transit Drivers. The scheduled routes of the Co-Lead Transit Drivers will be determined by the Transit Manager. Between the two (2) positions, all shifts must be covered. No drivers will be assigned to fill in as back-up Lead Driver.

Section 2: In the event of a permanent driver vacancy, the position shall be filled by qualified, permanent drivers by seniority. If the permanent list is exhausted, the Transit Manager has the right to promote the most qualified relief driver or post externally

Section 3: All paratransit schedules, transit routes, or a combination of shall be chosen by seniority with sign-up held once a year in September. New assignments shall be effective on the first Monday in October.

Section 4: All paratransit schedules, transit routes, or a combination of shall be posted at time of sign-up and shall include hours of work, hours paid, and paid break times for each day of the week. The hours paid and hours worked on all schedules/routes shall be consistently applied.

Section 5: Transit drivers driving the four (4) hour shift shall have the option for additional driving as required or light maintenance of buses and facilities including, but not limited to, required bus washing. Such work shall not exceed twenty (20) hours in a work week. It shall be the responsibility of the Lead Transit Driver or Transit Manager to schedule such work.

Section 6: The dispatching and assignment of extra work, charter trips, and tours shall be distributed in rotation. A list of extra work available and the last date employee performed extra work shall be available to all employees and the Union upon request.

Section 7: Relief assignments due to illness or vacation shall first be offered in order of seniority to the Oregon Avenue Driver and the Service Route Driver. If declined, the open assignment shall be filled by a relief driver.

ARTICLE 14 - WORK SCHEDULES

Section 1: The computation and preparation of work schedules is a management right held by the Employer. The Employer agrees, however, that this right shall be restricted by the following:

- a. No regular schedule shall have a spread time of more than twelve (12) hours.
- b. Regular schedules with split shifts will pay at double time for all work performed after eleven (11) hours from scheduled starting time.
- c. At least sixty percent (60%) of all regular routes shall be straight through routes.
- d. The platform time for each route leaving from or returning to the garage shall include the deadhead time necessary between the garage and the point of entering or leaving revenue service.
- e. Each route leaving the garage will include an additional ten (10) minutes of report or pull-out time.
- f. Bus washing will be done when possible as long as there is no interference in the day-to-day operations.

Section 2: The Employer agrees to provide a relief vehicle to transport drivers from the relief point to the Maintenance Shop.

Section 3: In the event the restrooms at the Transfer Station are not sanitary or are otherwise unavailable, drivers will be allowed to make a brief stop while on route for the purpose of a bathroom break.

ARTICLE 15 - BULLETIN BOARDS

Section 1: The Employer agrees to provide suitable space for a union bulletin board in the place of work. Posting by the Union on such board is to be confined to official business of the Union.

ARTICLE 16 - EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1: The Employer shall not require drivers to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 2: Daily Vehicle Inspection Reports (DVIR) shall be completed by the morning driver on a daily basis. If defects are found, the driver shall complete and submit a report to the Maintenance Shop Technician. The Employer shall rely on the Maintenance Shop Technician to ensure buses are safe and will not hold drivers liable for vehicle defects that are properly reported.

Section 3: Drivers shall immediately, or at the end of their shift, report all defects of equipment on a suitable form furnished by the Employer. The Employer shall not require any employee to take out equipment that has been reported as being in an unsafe operating condition until same has been approved as being safe. The final determination as to whether the equipment is in a safe operating condition will be made by the Maintenance Shop Technician.

Section 4: Any driver involved in an accident shall immediately report said accident and any physical injury sustained to the Transit Manager. Upon returning to the garage, the driver shall complete an accident report on forms furnished by the Employer and shall include all available names and addresses of witnesses to the accident. If a review of an accident is conducted, the driver and/or union representative shall have the right to be present and offer testimony.

Section 5: Drivers shall not be required to install or remove tire chains.

ARTICLE 17 – PHYSICAL EXAMINATIONS, COMMERCIAL DRIVER’S LICENSE EXAMINATIONS/ RENEWAL FEES, AND IDENTIFICATION CARD FEES

Section 1: Physicals or other examinations, and driver’s and/or chauffeur’s examinations, required by a governmental body or the Employer, shall be promptly complied with by all drivers. The Employer shall pay for all examinations, unless specifically enumerated differently in the provisions of **ARTICLE 30 – SICK LEAVE**.

Section 2: The Employer reserves the right to select its own medical doctor. The Union may, if it believes an injustice has been done to an employee, have said employee reexamined by a medical doctor selected by the Union at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union shall together select a third doctor whose opinion shall be final.

Section 3: The Employer will pay all fees associated with obtaining and renewing a commercial driver’s license.

Section 4: Should the Employer require employees to carry personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 18 - DISCHARGE OR SUSPENSION

Section 1: The Union agrees to do all in its power to assist the Employer in requiring employees to give the Employer an honest day's work and to abide by the rules and regulations of the Employer which are not in conflict with this Agreement.

Section 2: The Employer shall not discharge, suspend, or take other disciplinary action against an employee without just cause. The Union shall be notified in writing of any such action.

Section 3: Before discharge for an accumulation of minor infractions, the employee shall receive at least one written warning notice signed by proper authority, and shall be entitled to a hearing with the Transit Manager and Union Representative. It is provided, however, that the following shall be cause for immediate dismissal without prior warning or hearing: dishonesty or being under the influence of alcohol, drugs, or narcotics while on Employer's property.

Section 4: Letters of warning and reprimand shall be removed from the employee's personnel file after eighteen (18) months unless the employee is formally disciplined within the eighteen (18) month period, or unless the material is applicable to a pending legal or quasi-legal proceeding. Letters of probation or suspension shall be removed from the employee's personnel file after thirty-six (36) months subject to the same restrictions as stated above. In such cases, any disciplinary letters shall remain in the personnel file for at least one (1) year from the date of the most recent formal disciplinary action, until the resolution of the pending legal or quasi-legal proceeding, or until the expiration of the original eighteen (18) or thirty-six (36) month periods, whichever is longer.

Section 5: Habitual absenteeism shall be grounds for discharge after at least one warning notice and hearing as stipulated above.

Section 6: Employees absent without leave for five (5) or more consecutive days, including scheduled days off, shall not be reinstated until written evidence verifying the reason for absence is presented to the Employer.

Section 7: Any employee who contends that he has been discharged, suspended, or otherwise disciplined without "just cause" within the meaning of this Article may have his case reviewed through **ARTICLE 19 – GRIEVANCE PROCEDURE**

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1: The Employer agrees to meet with and deal with the duly accredited representatives of the Union on all questions arising between the Employer and the Union.

Section 2: The Union agrees to notify the Employer in writing of the duly accredited representatives and committees representing the Union immediately upon their election or appointment to such offices.

Section 3: A grievance is defined as any disagreement between the Parties to this Agreement which pertains to: (1) any matter involving the application or interpretation or (2) any matter involving an alleged violation of any provision of this Agreement. Such alleged grievance shall

first be referred within fifteen (15) days of the occurrence of the event which gives rise to the grievance by the employee affected and through his accredited Union Representative or local division President to the Transit Manager. No grievance shall be settled without the knowledge of the local President.

Section 4: In the event such dispute cannot be settled within fifteen (15) days, or in the case of any dispute arising between the Union and the Employer which cannot be settled within thirty (30) days, the same shall be submitted not less than thirty (30) days from notification of Employer's last decision to a Board of Arbitration to be selected as follows:

The party demanding arbitration of question or questions in dispute shall request the same in writing and name their arbitrator. The other party shall within ten (10) days (exclusive of Sundays and holidays) after receipt of such request, name its arbitrator and notify the party demanding arbitration of its selection in writing. The two (2) thus selected shall have a period of ten (10) days in which to try to settle the dispute and in the event that the two (2) arbitrators are unable to agree upon a mutually satisfactory adjustment within that period, they shall try to agree upon a third (3rd) arbitrator, and in the event of a disagreement whereby a selection is not made within five (5) days, such a third (3rd) arbitrator shall be selected by said arbitrators by the process of elimination from a list of nine (9) persons submitted by the Director of Federal Mediation and Conciliation Service, Washington, D.C.

The findings of the Board of Arbitration or a majority thereof shall be final and binding on both parties hereto.

If the time limits enumerated above are not met by either party, the party not meeting the time limits will forfeit and the other party will prevail. The time limits may be extended by written mutual agreement of the parties. Each party hereto shall bear the expense of its own arbitrator and the expense of the third arbitrator shall be borne equally by both parties hereto.

ARTICLE 20 - PAY PERIOD AND PAY DAYS

Section 1: Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis five (5) business days after the end of the payroll period. Business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. Sunday midnight will be considered the last day of the work week.

Section 2: Each employee will be provided with an itemized statement of his earnings and all deductions for each pay period.

Section 3: If Butte-Silver Bow should propose to change the pay period schedule as enumerated in **Section 1** above, Amalgamated Transit Union, Local No. 381 will agree to this change provided all other Collective Bargaining Units agree to the proposed change.

ARTICLE 21 - WAGES

Section 1: The wage scale for the term of this agreement shall be as follows:

	Transit	Transit		
	Current	July 1, 2018	July 1, 2019	July 1, 2020
Starting Rate	\$14.52	\$14.81	\$15.18	\$15.48
1040 Hours	\$17.37	\$17.72	\$18.16	\$18.52
3120 Hours	\$17.99	\$18.35	\$18.81	\$19.18
Split Shift	\$20.04	\$20.44	\$20.95	\$21.37
Lead	\$21.77	\$21.32	\$21.85	\$22.29

The position of Relief Driver shall be paid the Transit Driver hourly wage and will receive wage increases per the above schedule.

Section 2: Drivers required to take a drug or alcohol test in compliance with the Federal Transit Administration (FTA) rules and regulations found at 40 CFR Part 653 and Part 654 and the Butte-Silver Bow Transit System Substance Abuse Policy shall be paid at the straight time hourly rate as designated in **Section 1** above for a minimum of two (2) hours. Employees will be paid at the overtime rate if required to attend mandatory meetings or drug testing after the completion of an eight (8) hour shift.

ARTICLE 22 – INCENTIVE PAY

Section 1: Transit drivers classified as full-time, permanent with three (3) or more consecutive years of permanent service with the Butte-Silver Bow Transit System will receive the following per month:

July 1, 2018 -- \$250.00
July 1, 2019 -- \$275.00
July 1, 2020 -- \$300.00

Section 2: Transit drivers classified as part-time, permanent with three (3) or more consecutive years of permanent service with the Butte-Silver Bow Transit System will receive one hundred and twenty five dollars (\$125.00) per month in incentive pay.

Section 3: Incentive pay shall not be rolled into the base wage, nor shall it apply toward any fringe benefit such as insurance, vacation, sick leave, etc.

ARTICLE 23 - WORK WEEK AND OVERTIME

Section 1: Overtime shall be paid for all time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, or on an employee's day off at the rate of two times (2x) the regular contract hourly rate as set forth in **ARTICLE 21 – WAGES**. Time worked includes all time the employee is on duty or required to be present at the garage ready for duty, including time on "show-up" and the ten (10) minute pull-out time.

Section 2: All regular, full-time runs shall pay a minimum of eight (8) hours per day even though the actual time worked may be less than eight (8) hours per day.

Section 3: Regular drivers shall have two scheduled days off each week. Each time a driver is called into duty, he will be guaranteed a minimum of two (2) hours pay at the regular contract hourly rate as set forth in **ARTICLE 21 – WAGES**. Each time a driver is called into duty for charter bus operation, he will be guaranteed a minimum of four (4) hours pay at the regular contract hourly rate as set forth in **ARTICLE 21 – WAGES**.

Section 4: An extra work/overtime rotation list arranged by seniority shall be maintained by the Transit Manager or Lead Transit Driver. This list shall consist of all transit drivers qualified on the transit buses. When extra work/overtime work is available, it will be assigned in rotating order in accordance with the list. If the assigned employee is not available, they must sign off that they were offered the work. The next employee on the list will then be offered the work.

Section 5: A driver working more than eight (8) hours per day shall be paid on the minute up to 15 minutes overtime. Over 15 minutes shall pay one (1) hour.

Section 6: In the event there is no work due to lack of an operable bus, the affected driver shall be given a twelve (12) hour notice. If a twelve (12) hour notice is not given, the driver shall be paid for a normal work shift

Section 7: Nothing in this Article shall be construed as guaranteeing employees a forty (40) hour work week.

ARTICLE 24 - MANAGEMENT RIGHTS

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

- a. directing employees;
- b. hiring, promoting, transferring, assigning, and retaining employees;
- c. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be considered inefficient or non-productive;
- d. maintaining the efficiency of department operations;

- e. determining the method, means, job classifications, and personnel by which department operations are to be conducted;
- f. taking whatever actions may be necessary to carry out the missions of the department in situations of emergency; and
- g. establishing the methods and processes by which work is to be performed.

ARTICLE 25 - LEAVES OF ABSENCE

Section 1: The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official union business. Granting of such leave will be determined by the operating requirements of the department.

Section 2: Any employee desiring leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like period. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment without prior permission from the Employer; such permission to be extended only in unusual and warranted cases. Failure to secure permission shall result in the complete loss of seniority rights by and dismissal for the employee involved. Inability to work because of proven illness or injury shall not result in the loss of seniority rights.

Section 3: The determination as to the number of persons who may be granted a leave of absence at any one time is vested solely with the Employer. The purpose of this Section is to provide a leave of absence for a legitimate reason, such as emergency or hardship and not simply for personal convenience.

ARTICLE 26 - HOLIDAYS

Section 1: All members of the Union classified as full-time, permanent employees shall be paid eight (8) hours pay at their regular hourly wage for the following holidays: New Year's Day, Martin Luther King Day, President's Day, St. Patrick's Day (when it falls on a week day), Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

Section 2: All members of the Union classified as part-time, permanent employees shall be entitled to pro-rated holiday pay per the schedule outlined in **Section 1** of this Article.

Section 3: Relief Drivers assigned to a fixed route schedule (i.e., the Saturday Service Route) shall receive eight (8) hours holiday pay when a holiday falls on their assigned shift. Relief Drivers without an assigned fixed route schedule are not eligible for holiday pay.

Section 4: For work performed on the above-mentioned holidays, employees will receive their holiday pay, plus two times (2x) their regular hourly wage as set forth in **ARTICLE 21 – WAGES.**

Section 5: If an employee works on President's Day, Columbus Day, or Veteran's Day, the Employer may grant the employee another day off. Notification must be given at least five (5) working days in advance. The day off in lieu of the holiday shall be confined to fifteen (15) days before or after said holiday. If notification is not given, employees shall be paid as enumerated in **Section 4** above.

Section 6: When a holiday falls on Sunday, the following Monday shall be considered the holiday. When a holiday falls on Saturday, the preceding Friday shall be considered the holiday.

ARTICLE 27 – GENERAL CONDITIONS

Section 1: The employer will provide one (1) pair of rubber boots for each driver to be kept at the wash station. The boots will be replaced on an as-needed basis.

Section 2: An employer-provided cell phone with programmed emergency contacts, shall be available to an employee with radio access. If more than one bus is on shift, the employee with the phone is responsible for contacting the appropriate person during an emergency. Emergency contact information cards shall be posted in each bus.

Section 3: The Employer will provide a cell phone reimbursement of \$25.00/month for all full-time, permanent transit drivers assigned to a paratransit schedule and \$12.50/month for all part-time, permanent transit drivers assigned to a paratransit schedule until such time cell phone use is replaced with radios or other communication devices.

Section 4: The Employer will provide an initial hands-free device to all current and new drivers as necessary. Replacement devices will be the responsibility of the driver.

ARTICLE 28 - PERSONAL LEAVE

Section 1: Upon completion of six (6) months of continuous service, all members of the bargaining unit classified as full-time, permanent employees shall be entitled to four (4) days of personal leave each calendar year (pro-rated for part-time, permanent employees) subject to the following limitations: 1) the leave will accrue from year-to-year up to five (5) days; 2) leave requests must be made to the employer a minimum of 48 hours in advance; and 3) the request must not disrupt the efficient operation of the Employer.

Section 2: In the event that more employees request personal leave than can be spared on a particular day, approval of leave shall be made on the basis of seniority.

ARTICLE 29 - VACATION

Section 1: All members of the Union classified as full-time, permanent employees shall be entitled to vacation accrual at the rate established by law as follows:

- a. from one (1) day to ten (10) years of employment at the rate of one and one-quarter (1-1/4) working days for each month of service;
- b. from ten (10) years to fifteen (15) years of employment at the rate of one and one-half (1-1/2) working days for each month of service;
- c. from fifteen (15) years to twenty (20) years of employment at the rate of one and three-fourths (1-3/4) working days for each month of service; and
- d. after twenty (20) years of employment at the rate of two (2) working days for each month of service.

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

Section 2: All members of the Union classified as part-time, permanent employees shall be entitled to pro-rated annual vacation accrual per the schedule outlined in **Section 1** of this Article.

Section 3: Employees are not entitled to vacation leave with pay until they have been continuously employed in a permanent position for a period of six (6) calendar months.

Section 4: Employees may split vacations.

Section 5: Vacations shall begin on the first day of the week.

Section 6: Department seniority shall govern vacation selections when two (2) weeks or more notice is given.

Section 7: One third (1/3) of the employees in the department may select the same vacation period.

ARTICLE 30 - SICK LEAVE

Section 1: All members of the Union classified as full-time, permanent employees shall accrue 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 twelve (12) days per year without restriction as to the number of days that may be accumulated.

Section 2: Part-time, permanent employees are entitled to accrue pro-rated sick leave credits per **Section 1** of this Article.

Section 3: Employees are not entitled to sick leave with pay until they have been continuously employed in a permanent position for a period of three (3) months.

Section 4: An employee may not accrue sick leave credits while in a leave-without-pay status exceeding fifteen (15) working days.

Section 5: An employee who terminates employment with Butte-Silver Bow 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 wage at the time of termination.

Section 6: An employee who receives a lump-sum payment pursuant to this article and who is again employed by Butte-Silver Bow shall not be credited with any sick leave for which the employee has previously been compensated.

Section 7: Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. If abuse is suspected, the Employer may require an employee to be examined by a licensed physician or a licensed practitioner of its choice; however, this examination is not required to establish cause for dismissal. The Employer shall pay the cost of such an examination.

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

Section 10: 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, and grandchild, and spouse's parents, brothers, sisters, and grandparents.

Section 11: Employees may participate in the Butte–Silver Bow Sick Leave Donation Policy (Policy 321) which allows employees who have exhausted all leave benefits to access a pool of

sick leave hours. The program is strictly voluntary and employees electing to participate must adhere to the requirements set forth in the policy.

ARTICLE 31 - COURT APPEARANCES

Section 1: Employees away from their regular assigned duties at the request of the Employer to attend Court or to appear as witness for the Employer, or any other purpose on instructions from the Employer, will be allowed compensation equal to the amount that would have been earned had such interruption not occurred.

ARTICLE 32 - JURY DUTY

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

Section 2: An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the Court.

Section 3: The employer may request the Court to excuse their employee from jury duty if they are needed for the proper operation of a unit of state or local government.

ARTICLE 33 – HEALTH INSURANCE

Section 1: Employer agrees to pay the following monthly contribution toward each full-time, permanent employee’s health care premiums during the term of the agreement (prorated for part-time, permanent employees):

	Monthly Employer Premium Contribution		
Coverage	July 1, 2018	July 1, 2019	July 1, 2020
Single	\$898.61	\$928.61	\$958.61
Two-Party	\$898.61	\$928.61	\$958.61
Family	\$898.61	\$928.61	\$958.61

*The Transit Drivers elected to participate in the Butte–Silver Bow self–funded health care plan commencing on July 1, 2016, and must participate in the plan for a minimum of three (3) years.

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

ARTICLE 34 - DEATH AND FELONIOUS ASSAULT

Section 1: The Employer will pay one hundred percent (100%) of the premium for a \$50,000 felonious assault insurance policy for all drivers.

ARTICLE 35 - PENSION PLAN

Section 1: Employees shall be covered under the Montana Public Employees Retirement System (PERS) Pension.

ARTICLE 36 - COOPERATION CLAUSE

Section 1: The Union, as well as the members thereof, agree to at all times, as fully as it may be within their power, to further the interests of the transit system and of the Employer.

ARTICLE 37 - SUCCESSOR CLAUSE

Section 1: This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors, and assigns.

ARTICLE 38 - 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 up to four (4) members appointed by their respective party. Meetings will be held quarterly 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 by both parties. Bargaining unit members attending a Labor-Management Relations Committee meeting will be compensated for all time lost if removed from route/shift or will receive two (2) hours of compensatory time if not removed from a route/shift. Compensatory time must be used in the calendar year it is earned, unless otherwise authorized by the Transit Manager.

Section 2: An agenda, agreeable to both parties, shall be distributed to all members. 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. Minutes will be taken and approved by the Committee. Approved minutes will be posted on the Union's bulletin board.

ARTICLE 39 - SAVINGS CLAUSE

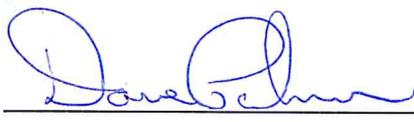
Section 1: In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of the Agreement not invalidated shall remain in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

DATED this _____ day of _____ FOR AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL NO. 381, AND FOR CITY-COUNTY OF BUTTE- SILVER BOW, MONTANA

FOR THE AMALGAMATED TRANSIT UNION
(AFL/CIO), NO. 381

BY: 
DATE: 10/14/18

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

BY: 
DATE: 10-18-18

ATTEST: 
Clerk and Recorder

