

19.540
Agreement



**City-County of
Butte-Silver Bow, Montana**
and
**The Laborers' International Union of
North America, Local No. 1686**
(Public Works)

November 1, 2018 – October 31, 2020

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - Union By-Laws	1
ARTICLE 2 - Union Security and Dues Check Off	1
ARTICLE 3 - Savings Clause	1
ARTICLE 4 - Subcontracting	1
ARTICLE 5 - Hours of Work	2
ARTICLE 6 - Overtime	2
ARTICLE 7 - Call Out and On-Call Procedures	3
ARTICLE 8 - Wages and Classifications	3
ARTICLE 9 - Longevity	5
ARTICLE 10 - Shift Differential	6
ARTICLE 11 - Special Pay	6
ARTICLE 12 - Payday	6
ARTICLE 13 - General Conditions	6
ARTICLE 14 - Grievance Procedure	7
ARTICLE 15 - Holidays	9
ARTICLE 16 - Vacations	9
ARTICLE 17 - Sick Leave	11
ARTICLE 18 - Seniority	13
ARTICLE 19 - Probationary Period	14
ARTICLE 20 - Health and Welfare	14
ARTICLE 21 - Pension	15
ARTICLE 22 - Bargaining Unit Work	16
ARTICLE 23 - No Strike, No Lockout	16
ARTICLE 24 - Rights of Management	17
ARTICLE 25 - Non-Discrimination	17
ARTICLE 26 - Definitions	17
ARTICLE 27 - Term of Agreement	18

Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the LIUNA LABORER'S LOCAL NO. 1686, hereinafter referred to as the "UNION" and CITY AND COUNTY OF BUTTE-SILVER BOW, STATE OF MONTANA, a body corporate and politic, under the Montana Constitution, hereinafter referred to as the "EMPLOYER".

WITNESSETH THAT:

WHEREAS, the parties hereto desire to enter into an AGREEMENT whereby working rules, conditions of employment, hours of work and wage scales may be established in an effort to promote a spirit of harmony and cooperation between the Union and the Employer to their mutual benefit;

NOW, THEREFORE, in consideration of the premises and mutual benefits accruing to, and hereinafter to accrue to the respective parties, it is hereby agreed as follows:

ARTICLE 1- UNION BY-LAWS

Section 1: The Union's work shall be defined as set forth in the by-laws of the Union and shall be in effect throughout the Union's jurisdiction; a copy of said by-laws is attached hereto and made a part of this Agreement insofar as they affect this Agreement.

Section 2: Trade rules set forth in said by-laws shall not be amended or changed insofar as they affect this Agreement without the mutual consent of both parties hereto.

ARTICLE 2- UNION SECURITY AND DUES CHECK OFF

Section 1: Pursuant to MCA 39-31-203, upon written authorization of any public employee within a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative.

Section 2: The Union agrees to indemnify, defend, and hold harmless the employer 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.

ARTICLE 3- 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 4- SUBCONTRACTING

Section 1: The Employer commits itself to the objective of maintain full-time employment for its permanent employees for maintenance purposes, but reserves the right to contracting any and all other work outside the maintenance area. The Employer agrees, however, that contracting of work will be

limited to situations of an emergency nature, where the general welfare of the public is in immediate danger or where economies can be realized by the Butte-Silver Bow Government.

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

ARTICLE 5- HOURS OF WORK

Section 1: Eight (8) hours of work shall constitute a day's work for all members of the Union. Forty (40) hours shall constitute a workweek.

Section 2: There shall be no split shifts and no member of the Union shall be required to commence more than one shift in any one twenty-four (24) hour period; however, members of the Union may work a split shift if requested by the Employer, and said members desire to do so.

Section 3: A twenty-four (24) hour period for the purpose of this Article shall be from eleven fifty-nine (11:59) p.m.

Section 4: Members of the Union may be employed less than eight (8) hours; however, said members shall receive at least four (4) hours pay after starting to work and at least eight (8) hours pay for work performed over (4) hours at the base hourly wage scale set forth in Article 9; provided, however, that in the event an employee shall be unable to work a full shift by reason of inclement weather, he/she shall be paid for only the actual hours worked.

Section 5: If during the term of this Agreement, Butte-Silver Bow finds itself in an extreme financial crisis, where layoffs of regular full-time employees are contemplated; either the Union or Butte-Silver Bow may reopen Article 5 to discuss hours of work. It is further understood and agreed that no items or articles will be reopened for negotiations.

Section 6: If any employee is authorized by a supervisor to work through the employee's lunch hour for reasons other than an agreed upon modified shift and the lunch period cannot be taken reasonably during the regular 8 hours shift, the employee shall receive one hour of overtime pay.

Section 7: For employees covered by this Agreement, a shift of four consecutive 10-hour days may be established by mutual agreement with management. The Union recognizes that 10-hour shift schedule may be implemented by mutual agreement that does not adversely impact the performance of the operation. Management reserves the right to evaluate, with the Union, the effectiveness of an implemented 10-hour shift schedule and modify or discontinue based on the requirements of the operation.

ARTICLE 6- OVERTIME

Section 1: All work performed on holidays or in excess of eight (8) hours or ten (10) hours if a four ten schedule is in place in any one day shall be paid for at the rate of two (2) times the base hourly wage scale set forth in Article 9.

Section 2: All work performed on Sunday shall be paid for at the rate of two (2) times the base hourly wage scale set forth in Article 9, except in the Water Utility Division where work is done in conjunction with continuous operation of eight (8) hours in twenty-four (24) hours in each day and seven (7) days a week and said work shall be paid at the base hourly wage scale set forth in Article 9.

Section 3: In the Water Utility Division, there shall be \$2.00 premium pay for work performed on Sunday.

Section 4: Available overtime shall be offered on a rotating seniority basis. Refusal of overtime work shall be considered time worked for rotation purposes. A seniority list will be posted for those employees desiring overtime. Employees must be qualified to perform the work.

ARTICLE 7- CALL OUT AND ON-CALL PROCEDURES

Section 1: The following procedure applies to employees under this agreement:

1. Water Utility employees will receive one hour of on call pay for each 8-hour increment, or fraction thereof that the employee is authorized to be on call. No one individual shall be on call longer than 16 continuous hours.
2. Employees authorized to be on call will receive pay for each time the employee leaves their residence to make a call only for actual hours worked.
3. If a crew is called out, the employee authorized to be on call will receive pay for the hours worked; however, the employee will not receive a four hour call out.
4. A crew called out on a Sunday or after 4:30 PM daily in the Water Division shall consist of three men. There shall be no foreman unless authorized by the Water Utility Division Operations Manager.
5. If an employee is not authorized to be on call and the employee is called out for work between regularly scheduled shifts, the employee shall receive at least four (4) hours pay after starting to work at a rate of two (2) times the employee's base hourly wage scale. After four (4) hours worked, the time actually worked will be paid at two (2) times the base hourly wage set forth in Article 9.
6. In order to have employees available to respond to calls and necessary work outside of the regularly scheduled shift, the Road Division shall establish a rotating call list of qualified employees to carry the cell phone and respond to the calls. Signups for on call will be on a volunteer basis and will be for a seven-day period. The employee responsible for the cell phone during that seven-day period will receive one (1) hour of overtime compensation per day. The Public Works Director and Road Foreman will be responsible for establishing a determining if the employee is qualified to take call. This will take effect upon the ratification date of the contract.

ARTICLE 8- WAGES AND CLASSIFICATIONS

Section 1: For the period November 1, 2018 through October 31, 2019, all classifications shall receive a 2.0% base wage increase and for the period of November 1, 2019 through October 31, 2020, all classifications shall receive a 2.0% base wage increase. The base hourly wage rates shall be as follows:

Classification	Base Hourly Wage	
	11/1/2018	11/1/2019
Parks and Recreation Superintendent*	\$31.77	\$32.41
Sewer Maintenance Superintendent*	\$31.77	\$32.41
Water Maintenance Superintendent	\$31.77	\$32.41
Construction Foreman*	\$29.31	\$29.90
Golf Course Foreman (Seasonal)*	\$29.31	\$29.90
Leak Gang Foreman	\$29.31	\$29.90
Water Shop Construction Foreman	\$29.31	\$29.90
Operations Assistant	\$25.35	\$25.86
Laborer	\$24.13	\$24.61
Sub-Foreman	\$2.25/hour	\$2.25/hour
Lead Man	\$1.00/hour	\$1.00/hour
Laborer/Operator**	See Below**	See Below**

*When position is filled by a Laborer

**Qualified employees of Local No. 1686 performing work covered in the Local No. 400, Silver Bow Stationary Engineers contract, as an Operator, shall receive the appropriate wage scale for the hours worked, defined in Local No. 400's contract.

When required to work weekends at the Landfill, Laborers will receive an additional \$0.75/hour shift differential.

When an employee of the Union is authorized by a supervisor to supervise two or more employees, the employee shall receive Lead Man pay. When an employee is authorized by a supervisor to perform the responsibilities of a superintendent, when the superintendent is absent for an extended period of time (8 hours or more) the employee shall receive Sub-Foreman pay or fifty cents (\$.50) per hour above the highest paid employee under their supervision, whichever amount is greater.

Renewal of the Letter of Understanding for the Leak Gang Foreman, General Foreman, Construction Foreman and Golf Course Foreman.

Section 2: All permanent employees hired under the scope of this Agreement shall start at the regular base wage plus fringe benefits. Any employee laid off shall receive a written layoff notice with a reason for layoff (i.e.; reduction in force); notice shall also state if the employee is eligible for rehire. If the employer determines it has a need for temporary employees said employees, shall be paid \$13.00 per hour, plus fringe benefits up to a maximum of 480 hours. If a temporary employee works more than 60 shifts (480 hours) in any calendar year (January 1 – December 31), they shall receive regular base wage, plus fringe benefits.

Section 3: Any employee, whose employment is intended to be temporary for Superfund related work, shall be compensated at the rate of \$12.50 per hour. Butte-Silver Bow shall also pay the associated as required by the labor agreement between Butte-Silver Bow and Laborers Union #1686. Due to the

temporary nature of this work, employees covered by this Section shall not establish seniority within the Laborers bargaining unit nor within any other bargaining unit who have labor agreements with Butte-Silver Bow.

Section 4: One general laborer position shall be hired under this agreement to work Wednesday through Sunday from 4:00 p.m. to 12:00 a.m. This position shall be paid at the straight-time base hourly wage.

Qualifications followed by seniority shall be the determining factor for assigning vacation and sick leave coverage for this position. Such coverage shall be paid as outlined in Article 6 and Article 7.

Section 5: The groundskeeper at Clark's Park may be scheduled to work on Sundays at the straight time rate of pay, provided he/she is given a regular day off during the week. In the event he/she works his/her regular day off or a holiday covered by this Agreement, he/she shall receive double pay for the day.

Section 6: All bosses, foremen and superintendents shall be allowed to participate in retirement and health and welfare trusts.

Section 7: Water Superintendent and Water Foreman positions, including partially vacant positions where extra pay is included, shall be posted within the Water Company Bargaining Unit only. Seniority, along with knowledge, skill, and ability and the possession of a water distribution license shall be used when determining qualifications to fill these positions.

ARTICLE 9- LONGEVITY

Section 1: In addition to the base wage provided in Article 8, an employee is entitled to an additional longevity allowance, provided the employee works five (5) years of uninterrupted service (authorized leave of absence is considered continuous service and seasonal employee leave is accumulated), beginning with the employee's date of employment within the Public Works Bargaining Unit.

Once a longevity allowance is earned, an employee will receive the total longevity allowance (taxes levied) on their anniversary date of employment within the Public Works Bargaining Unit.

Section 2: Longevity pay shall be paid on a separate check according to the following schedule:

Longevity Schedule	
At Completion of	Amount
5 Years	\$500.00
10 Years	\$1,000.00
15 Years	\$1,500.00
20 Years	\$2,000.00

ARTICLE 10-SHIFT DIFFERENTIAL

Section 1: Laborers will receive sixty-five (\$.65) cents per hour for afternoon shift and seventy (\$.70) cents for graveyard shift. Afternoon shift is defined as shifts beginning after 12:00 p.m., and graveyard shifts beginning after 10:00 p.m.

Section 2: On any around-the-clock operations, all employees covered by this Agreement shall be allowed lunch time not to exceed thirty (30) minutes with pay for each shift. This Article shall not apply to watchmen.

ARTICLE 11- SPECIAL PAY

Section 1: Effective May 1, 2013, all employees shall receive a special payment of \$500 per year for each year of the agreement. Payments will be made on a separate paycheck on May 1 of each year.

Section 2: Employees assigned by a supervisor to operate a backhoe for more than two (2) hours but not less than four (4) shall receive the operator/laborers pay rate for four (4) hours, and more than four (4) shall receive at least eight (8) hours at the operator/laborer classification pay rate.

ARTICLE 12- PAYDAY

Section 1: Exclusive of unforeseen circumstances, all employees covered by this Agreement will be paid on a bi-weekly basis with payroll checks issued every other Friday. If payday falls on a holiday, checks will be issued on the preceding business day. For the purpose of this Article, business day is defined as 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

Section 3: It is understood that each employee shall fill out his or her own time card.

ARTICLE 13- GENERAL CONDITIONS

Section 1: At least two (2) members of the Union shall be on every ditch over five (5) feet in depth and on all tunnel work.

Section 2: Butte-Silver Bow shall provide one (1) set of protective rain gear to all covered employees not in possession of such gear on May 1, 1992. One (1) set shall consist of one (1) coat and one (1) pant. Employees receiving said gear shall be required to sign acknowledging receipt of each item and guaranteeing their return in like condition, normal wear and tear excepted. Rain gear turned in for replacement is subject to inspection and if replacement is necessitated by any cause other than normal wear and tear as determined by the Employer, the employee shall pay for the replacement item at his/her cost. Upon termination of employment rain gear shall be turned in subject to the replacement conditions noted above. If an employee fails to return the gear the cost of such items shall be deducted from his/her final paycheck subject to normal depreciation costs.

Section 3: The following safety equipment will be provided by the Employer: (a) vests; (b) hard hats; (c) rubber boots; (d) gloves when needed; (e) non-prescription safety glasses and (f) winter safety jackets.

Section 4: Union authorized Business Representatives, or committees with credentials from the Union shall be permitted to visit employees at all reasonable hours. The authorized Business Representative or committees will contact the Foreman upon arrival on any project, and they will not unduly hinder or interfere with the progress of any work.

Section 5: The Employer recognizes the established Union Steward System. The Employer will not discriminate against a Union Steward for legitimate Steward activity. This activity includes investigation of formal grievances, receiving notification of serious accidents and for health hazards.

Section 6: A rest period of fifteen (15) minutes will be allowed all employees during each eight (8) hours of work. The rest period as scheduled by the Employer shall be granted without any requirement to make up time. When employees are working ten (10) hour shifts they shall be provided two fifteen (15) rest periods.

Section 7: Any member of the Union required to travel more than ten (10) miles to reach the center of a job from an established camp or the nearest city limits or the closest town where living quarters are available shall be allowed travel time one way by the Employer at the regular hourly wage scale set forth in Article 9.

Section 8: The Employer agrees to pay for the cost of the renewal of CDL's and the physical.

Section 9: The Employer agrees to pay for all costs accrued in successfully obtaining and maintain a water certification. The Employer agrees to pay for all costs accrued in successful attempts at obtaining and maintaining a water certification.

Section 10: The employer will provide one pair of steel/hard toed boots every two years up to a maximum amount of \$200, or replace as necessary at the supervisor's discretion.

Section 11: The employer will provide a clothing allowance of up to \$235 per year for the purchase/replacement of lined coveralls, work pants/shirts/sweatshirts. This \$235 allowance will be a once-a-year lump sum payment to bargaining unit employees, to be paid on the employee's first paycheck in December (taxes levied), or may be reimbursed with proper receipts (non-taxed) before December 31 each year.

ARTICLE 14-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 involving the interpretations, application, or violation of any provision of this Agreement or discharge of an employee.

Section 2, Grievance Steps:

Step 1: Any dispute that may arise must be presented in writing to the employee's immediate supervisor by the employee or along with the Union Representative within ten (10) working days or after

the discovery of the fact of its occurrence. Within five (5) working days of receipt of such dispute, the immediate supervisor shall advise the employee and the Union Representative of his decision in writing.

Step 2: If the parties fail to resolve the dispute in Step 1, the issue may be appealed in writing to the Department Head or his representative within five (5) working days of the supervisor's decision in Step 1. Within five (5) working days of receipt of such appeal, the grievance shall be considered at a meeting of the Union committee with the Department Head. The Department Head shall notify the Union, in writing, of a decision within five (5) working days after the conclusion of the meeting. Should a grievance be denied in any of the steps of the Grievance procedure, an explanation will be given why the grievance was denied.

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 his representative within five (5) working days of the Department Heads decision in Step 2. Within five (5) working days of receipt such appeal, the grievance shall be considered at a meeting of the Union committee with the Chief Executive and members of his committee.

Step 4: If the grievance cannot be resolved at Step 3 it shall be submitted to a joint committee consisting of two (2) members to be selected by the Employer and two (2) members to be selected by the Union. All issues referred to this committee shall be in writing. This committee shall meet and act on the grievance. The rules of procedure shall be established by the committee. The decision of the committee shall be binding on all parties. In the event the committee cannot reach a decision, the grievance may be submitted to arbitration, in accordance with the following rules:

Step 5, Arbitration: If satisfactory settlement is not reached in Step 4, the Union may, within (10) working days of notification of the 2 on 2 committee decision, refer the grievance to arbitration by giving written notice to the Employer.

Section 3, Arbitration: If a satisfactory settlement is not reached in Step 2, the Union may, within (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 use the facilities of the Federal Mediation and Conciliation Service. 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 for herein shall be final and binding on both parties.
- 3) The fees and expenses of the arbitrator shall be shared equally by the parties.
- 4) The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of the Agreement.

ARTICLE 15- HOLIDAYS

Section 1: All members of the Union shall be paid a day's pay at their regular hourly rate set forth in ARTICLE 9 for the following holidays:

- 1) New Year's Day, January 1
- 2) Martin Luther King Day, the third Monday in January
- 3) President's Day, the last Monday in May
- 4) Memorial Day, the last Monday in May
- 5) Independence Day, July 4
- 6) Labor Day, the first Monday in September
- 7) Columbus Day, the second Monday in October
- 8) Veteran's Day, November 11
- 9) Thanksgiving Day, the fourth Thursday in November
- 10) Christmas Day, December 25
- 11) State General Election Day
- 12) Employee's Birthday

Section 2: Employee's birthday will be granted to all employees with the following understanding that if the birthday falls on the employee's regular working day, they shall have the day off, and shall be compensated as stated above. It is the responsibility of the employee to notify his immediate supervisor or Employer five (5) days prior to taking his birthday off. Any employee requested to work on his/her birthday will be paid at the premium rate of pay for holiday work.

Section 3: Work performed on the above-mentioned holidays, including employee's birthday shall receive their holiday pay plus double (2 times) their regular hourly rate. (Three times the rates set forth in Article 9).

Section 4: Any of the above-mentioned holidays falling on Saturday, the previous day, Friday, shall be considered the holiday. When the holiday falls on Sunday, the next day, Monday, shall be considered the holiday. Holiday to be celebrated on the calendar day they fall on for all men working on a continuous operation.

Section 5: To be eligible for holiday pay, an employee must be in a pay status the last regularly scheduled working day before and after the holiday.

ARTICLE 16- VACATIONS

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

Section 2: Seasonal employees shall earn vacation credits. However, such persons must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order avoiding a break in service.

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

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

Section 5: Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with an agency whether the employment is continuous or not:

<u>Years of employment</u>	<u>Working days credits</u>
1 year through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

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 6: Except as provided in Section 9, annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Section 7: An employee, who terminates employment for reasons not reflecting discredit, is entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set in Section 1.

Section 8: However, if an employee transfers between agencies assumes the liability for the accrued vacation credits transferred with the employee.

Section 9: It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under Section 6 and the employing agency denies the request, the excess vacation leave is not forfeited, and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under Section 6.

Section 10: If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

Section 11: In the event of a death of any employee, unused earned vacation time shall be paid the employee's heirs at the then current rate of pay.

Section 12: The Employer shall keep records of vacation leave allowances, and shall schedule vacation leave with particular regard to the seniority of employees in accordance with operating requirements, and insofar as possible, with the written request of the employee. Each Department shall prepare and submit a monthly report to the Employer on forms provided for that purpose showing the number of days taken for vacation leave for that month for each employee. Vacation time may be taken as requested by the employee and concurred in by the supervisor.

Section 13: Leave of absence without pay may be used to extend regular vacation, with prior approval of the Employer.

Section 14: Any member of the Union who now receives a vacation period of more than the minimum vacation provided herein shall be red circled and continue to receive such increased vacation period until they move into the next category as outlined in Section 5 of this Article.

Section 15: All members of the Union shall be entitled to the following terms: (1) Employees may split vacation; (2) Vacation dates shall be mutually agreeable to Employer and employee. Vacations shall begin on the first day of the week; however, casual vacation days may be granted and while every effort will be made to accommodate the desires of employees, the right to schedule casual days will remain with the Employer and requests may be denied on the basis of the Employer's operating requirements; (3) Vacation pay shall be paid before the start of the vacation if it is requested in writing to the Payroll Clerk at least seven (7) days prior to the start of the vacation; (4) Department seniority shall govern vacation selection; (5) One-third (1/3) of the employees in each department may select the same vacation period.

ARTICLE 17- SICK LEAVE

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

Section 2: An employee may not accrue sick leave credits while in a leave-without-pay status exceeding 15 working days.

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

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

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

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

Section 7: Employees will not accrue sick leave during a leave of absence without pay that exceeds fifteen (15) calendar days.

Section 8: Absence from employment by reason of illness shall not be charged against unused vacation leave credits unless approved by the employee.

Section 9: The Employer may require proof of illness in cases of excessive use of sick leave.

Section 10: Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this Article.

Section 11: When urgently needed to care for a member of employee's immediate family who is ill, not more than three (3) days are granted at one time.

Section 12: When there is a death in the immediate family, five days of sick leave may be granted. Immediate family shall mean only persons related by blood or marriage in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, grandchild, and spouse's parents, brothers, sisters or grandparents.

Section 13: A Sick Leave Grant Program is established which will allow the direct granting or donation of accrued sick leave to qualified employees who suffer an extensive illness or accident and who have exhausted all leave benefits. The program is strictly voluntary and shall be administered in

accordance with the policy approved by the Butte-Silver Bow Council of Commissioners on January 6, 1988.

ARTICLE 18- SENIORITY

Section 1: The Employer shall continue to follow the past practice of giving due consideration to length of service in awarding promotions to employees. Seniority shall be recognized after four (4) months of continuous service dating from the first day of full wage scale. In cases of reduction in forces, the last person hired will be the first person laid off, the last person laid off will be the first person hired.

Section 2: Seniority shall be terminated by:

- 1) Discharge for cause;
- 2) Voluntarily quit;
- 3) Eighteen (18) consecutive months of unemployment through layoffs from that particular employment;
- 4) Absence from work except for bona fide sickness, or granted leave of absence; (In case of bona fide sickness, the Employer may demand a certification from a reputable physician after a period of thirty (30) days;
- 5) Failure to report for work after a layoff, within forty-eight (48) hours after the time of being personally notified, or within one week of such notice being given in writing to the Union;
- 6) Securing other employment during a leave of absence which may be granted by the Employer, unless mutually agreed upon between the Employer and the employee. It is understood that notice to the Union of a vacancy in a classification for which an employee if the employee is specifically named in such notice to the Union.

Section 3: Seniority shall govern as to the choice of vacation time, but in the event of split vacation, shall apply only to the first split.

Section 4: A seniority list will be posted at Metro Sewer, the Water Utility Division, and at the shop on the first day of January each year.

Section 5: Employees who were previously employed by Butte Water Company shall maintain their seniority for the years of service earned with Butte Water Company. This seniority and service shall be recognized by the Employer for all items contained in this Agreement. It is further understood that the employees of the Water Division shall maintain their own seniority list, separate from the remainder of the unit. The Employer shall recognize this separate seniority list in all cases of layoffs and recalls (reference: ARTICLE 20- SENIORITY). Any new employees hired within the Water Division after February 1, 1992 shall gain seniority within the whole unit of laborers employed by the Employer.

Section 6: Temporary employees will not be used to eliminate a permanent position or delay filling a vacated permanent position.

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

ARTICLE 19- PROBATIONARY PERIOD

Section 1: All new employees whose employment is intended to be permanent shall serve a ninety (90) day probationary period. A probationary employee who is dismissed shall not be able to use the grievance procedure set forth in ARTICLE 16 as a means of contesting his/her dismissal.

ARTICLE 20- HEALTH AND WELFARE

Section 1: The Employer agrees to be bound by the "Highway and Heavy Construction Labor Contract" as it pertains to health and welfare between the Montana Contractor's Association, Inc., and the District Council of Laborers for the State of Montana affiliated with the Laborer's International Union of North America dated May 24, 1971, together with all modification and extensions thereof; and the Employer agrees to make the Health and Welfare payments provided in said Highway and Heavy Construction Labor Contract for each of its employees covered by this Agreement and to make reports on such forms as may be required by the Administrator to the "Laborers-AGC Trust of Montana". Effective May 1, 2019 increase the employer's contribution to the Laborers Health & Welfare Plan to \$5.47 per hour (\$0.15 going toward health and welfare and \$0.02 toward pension). Effective May 1, 2020, increase the employer's contribution to the Laborers Health and Welfare plan to \$5.64 per hour (\$0.15 going toward health and welfare and \$0.02 toward pension).

Section 2: The Employer approves and adopts the Agreement and Declaration of Trust entered into the 2nd day of June, 1961, between the Montana Contractors Association, Inc., and the District Council of Laborer's for the State of Montana and designates H.J. Anderson, Lyman Threet, Jack Marlow and/or their successor trustees appointed by the Montana Contractors' Association, Inc., as the Employer's representatives in the administration of said trust fund as provided in said Agreement and Declaration of Trust.

Section 3: On or before the 20th day of each succeeding month, payments as to the "Laborers-AGC Trust of Montana" must be mailed to:

Laborers-AGC Trust of Montana,
c/o Great Falls National Bank,
Great Falls, MT 59404

Section 4: The Employer agrees to comply with the requirements necessary to place the Health and Welfare Plan provided for, or to be provided for, by said "Laborers-AGC Trust of Montana" in effect, for its employees covered by the Agreement and any extension hereof. This contribution is in lieu of wages.

Section 5: Employees that are off of work due to a work-related injury and are receiving Workman's Compensation benefits may use earned sick leave time to supplement Workman's Compensation to receive 100% of their current wage. During this period of sick leave time to supplementation, the employee's other benefits will be maintained for the period that sick leave supplementation is available to the employee.

ARTICLE 21- PENSION

Union employees have the option to use the Health & Welfare contribution to their Health & Welfare benefits or to their pension plan.

Section 1: Commencing May 1, 2013, the Employer agrees to make payments of \$2.05 per compensable hour by each employee subject to this Agreement to the pension fund established by the Laborer's AGC Pension Trust of Montana; such payments shall be computed monthly and the total amount due for each month shall be remitted in a lump sum not later than the 20th day of the following month to Laborer's AGC Pension Trust of Montana, % First Interstate Bank of Billings, Billings, Montana. The payments provided for in this section shall be used by the Laborers' AGC Trust of Montana to provide pension benefits for eligible employees in accordance with the plan of said pension trust, as determined by the Trustees thereof, to be applied to the eligible employee. Commencing May 1, 2013 the Employer agrees to make payments of \$2.05 per compensable hour for each employee subject to the above provisions.

Section 2: It is understood that the payments due hereunder shall be payable on behalf of each employee from the first day of employment whether said employee is permanent, temporary, seasonal, full-time or part-time, and regardless of whether or not the employee is a member of the Union; and that each hour for which each employee is paid or for which he should be paid, in accordance with this Agreement, shall be counted as a compensable hour for which contributions are payable.

Section 3: Each Employer agrees to become a party to the Agreement and Declaration of Trust, dated the 16th day of June, 1965, establishing the said Laborers' AGC Pension Trust of Montana, and hereby adopts, approves and agrees to be bound by all of the terms and provisions of said Agreement and Declaration. Each Employer further agrees irrevocable to designate as its representatives on the Board of Trustees of said Trust, such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in said Agreement and Declaration and agrees to be bound by all actions taken by said Employer Trustees pursuant to and within the terms of said Agreement and Declaration.

Section 4: It is agreed that the Pension Plan adopted by the Trustees of said Trust shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department so as to enable the Employer to treat contributions to the pension fund as a deduction for income tax purposes.

Section 5: If the Employer fails to make the payment to the Pension Trust within ten (10) days after the date required, the Union, in addition to any rights the Trustees may have, shall have the right to take any steps necessary to secure compliance with the section. It is expressly understood that the Employer's

liability for payment hereunder shall not be subject to the grievance procedure of this Agreement. The Employer shall be liable for all costs incurred in collecting the payments due hereunder, together with reasonable attorney's fees.

Section 6: The provisions hereof relating to payments to the Pension Trust shall be binding on the Employer, successors, administrators, executors and assigns.

Section 7: The Employer agrees to comply with any requirements necessary to place the Pension Plan provided for or to be provided for, by said Laborers-AGC Pension Trust of Montana in effect, for its employees covered by this Agreement, and to maintain the same in effect during the term of this Agreement and any renewals of extension thereof, this contribution is in lieu of wages.

ARTICLE 22- BARGAINING UNIT WORK

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

Section 2, Park Aide Exemption: Park Aids using weed eaters, small or hand lawn mowers, raking, watering, and sprinkling, sweeping and general clean-up in the parks are exempt from the provisions of this Agreement. The above listed duties will be the only work allowed that is not incorporated in the Agreement between Butte-Silver Bow and Construction and General Laborer's Union No. 1686. Should additional work be performed by the Park Aides that comes under the jurisdiction of Laborer's Union No. 1686, all wages and fringe benefits due under the contract shall be instituted. Park Aides will be under the supervision of a member of the Construction and General Laborer's Union No. 1334.

Section 3: The parties agree that all traffic control work including the placement of and production of both temporary signages is under the jurisdiction of the Laborers Union Local 1686 and work of this type shall be performed by members of this bargaining unit except in cases of emergency.

ARTICLE 23- 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.

Section 2: The Union and Butte-Silver Bow agree that "strikes" or "lockouts" will not prevent the Union and City from providing emergency operation of the water and waste water systems that are essential to the health, welfare and safety of the public.

The following staffing shall be used for emergency operation of the water and wastewater:

- A.) Metro Sewer- a minimum of one (1) superintendent who may call out up to four (4) qualified laborers.
- B.) Water Utility Division- a minimum of one (1) superintendent who may call out up to four (4) qualified laborers.

Staffing for emergency operation of the water and waste water systems (laborer position) shall be filled as follows:

- A.) Qualifications- Ability to perform the work required; i.e., necessary license, etc.
- B.) All qualified laborers shall be assigned to work one (1) shift on a rotating basis.

ARTICLE 24- RIGHT OF MANAGEMENT

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

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

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 working force.

ARTICLE 25- NON-DISCRIMINATION

Section 1: 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 26- DEFINITIONS

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

ARTICLE 27- TERM OF AGREEMENT

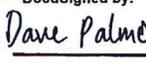
Section 1: The agreement is effective November 1, 2018 and shall continue in full force and effect until the 31st day of October 2020, at which time it is automatically renewed and continued in effect from year to year thereafter, unless written notice is given by either party to the other not less than sixty (60) days prior to its expiration date of October 31st of any year, indicating that changes are desired in any and all of the provisions of this Agreement, or termination of the same.

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

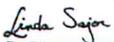
FOR LIUNA, LABORERS' LOCAL 1686

FOR CITY AND COUNTY OF
BUTTE-SILVER BOW MONTANA

By: 

DocuSigned by:
By:  November 21, 2019 | 2:50:48 PM PST
Chief Executive

ATTEST:

DocuSigned by:
By: 
Linda Sajor Clerk & Recorder, Chief Deputy

ADDENDUM TO
COLLECTIVE BARGAINING AGREEMENT BETWEEN

AND

MONTANA LABORERS LOCAL 1686

The undersigned parties to the above referenced agreement hereby acknowledge and agree that after reviewing the critical status Rehabilitation Plan Schedules presented by the Board of Trustees of the Laborers AGC Pension Trust of Montana (Plan), the parties hereby adopt Rehabilitation Plan Schedule 1 (Preferred Schedule), effective , 201 _____, as follows:

Contribution Increases

The current contribution rate to the Plan as of 1-24, 2011— is per hour, with \$1.53 counting towards the accrual of benefits and \$.52 used for funding only (i.e., is outside the benefit formula and does not count towards benefits). Contribution increases to the Plan (additional money) under Schedule 1 (Preferred Schedule) are to occur as follows:

	Basic*	Supplemental* *	Total
May 1, 2017	\$0.25	\$0.25	\$0.50
May 1, 2018	\$0.25	\$0.25	\$0.50
May 1, 2019	\$0.25	\$0.25	\$0.50
May 1, 2020	\$0.25	\$0.25	\$0.50
May 1, 2021	\$0.25	\$0.25	\$0.50
TOTAL	\$1.25	\$1.25	\$2.50

* Basic — counts for benefit accrual purposes.

** Supplemental - does not count for benefit accrual purposes.

Plan Modifications

The changes below will affect individuals commencing benefits on or after September 1, 2016.

- Future Service Benefit

Effective April 1, 2017, participants will earn a benefit only in Plan Years in which they earn a Year of Service (i.e., complete at least 435 Hours of Service).

● Early Retirement Provisions

The Early Retirement Income for participants who do not earn a year of Credited Future Service in the Plan Year of retirement or the Plan Year immediately preceding the Plan Year of retirement will be equal to the participant's Accrued Benefit reduced 0.50% for each month (i.e., 6% for each year) that early retirement precedes the participant's normal retirement age.

● Normal Form of Payment

The Plan's normal form of benefit will be changed from a Five Year Certain and Life Thereafter Option to a Single Life Annuity Option with no "certain" period. In developing new actuarial equivalent factors, the Plan will use a current mortality table and the Plan's previous factors will not be grandfathered.

● Disability Retirement Provisions

The disability benefit for all participants will equal 70% multiplied by the participant's Accrued Benefit on the Disability Retirement Date. Participants will be eligible for a disability benefit if he or she meets the following requirements:

- Was an Active Participant (or, after December 31, 2000, an Inactive Participant actively participating in a Related Plan) at the time of disability, and
- Has attained age 40, and
- Has completed 10 or more years of Credited Service, and
- Provided satisfactory proof to the Trustees of total and permanent disability

● Elimination of Optional Forms of Benefit

The Plan will no longer offer the Two-Thirds Spouse Option or the Five Year Certain and Life Thereafter Option.

● Elimination of Non-Required Death Benefits

The following death benefits that are not required to be offered by law are eliminated:

- A death benefit of \$500 per month payable for 24 months for married participants with five years of Credited Service, including at least one

year of Credited Future Service who are not eligible for the required spousal benefit.

- A death benefit of \$100 per month payable for 24 months for vested, unmarried participants who die with at least five but less than 10 Years of Service.
- A death benefit of \$200 per month payable for 24 months for vested, unmarried participants with 10 or more Years of Service.

• Reemployment After Retirement

The Plan's rules governing reemployment after retirement (often referred to as suspension-of-benefits rules) were recently modified for benefits earned on or after April 1, 2014. As part of the rehabilitation plan, these rules will be expanded to apply to all benefits.

• Interest on Late or Missed Payments

In cases where the Plan is required to pay interest on late or missed payments, such interest will be credited at a rate of 4% per annum.

• Late Retirement Provisions

Participants who work past the Plan's normal retirement age will receive notification of the Plan's suspension-of-benefits rules. Upon termination, the Participant will receive a benefit equal to his Accrued Benefit as of his Late Retirement Date without comparison to an actuarially increased normal retirement benefit.

Participants with a Late Retirement Date who did not work past the Plan's normal retirement age will receive an actuarially increased benefit at the Late Retirement Date. For this purpose, the actuarial increase will be % of 1% for each month that the Late Retirement Date is after the normal retirement date.

• Elimination of Retroactive Annuity Starting Dates

Participants will no longer be able to elect to begin Retirement Income retroactive to a date earlier than the participant's application date. All participants must commence benefits no later than April 1 following the calendar year in which the participant reaches age seventy and one-half (70

Employer Surcharge

It is understood and agreed that the automatic employer surcharge of 5% of contributions each month, as required by law, is terminated as of the last day of the month preceding the effective date of this addendum.

To acknowledge their agreement to this Addendum, the Employer and Union have caused their authorized representatives to sign below:

Employer
Signature: *Dave Palmer*
Name: *Dave Palmer*
Title: *Chief Executive*
Date: *2-2-17*

MONTANA LABORERS LOCAL 1686

Signature: *Kim Rickard*
Name: *Kim Rickard*
Title: *Business Manager*
Date: *1-24-17*

ATTEST:

Dally J. Hollis
Clerk

