



**LIUNA!** LOCAL  
**1686**  
*Feel the Power*

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

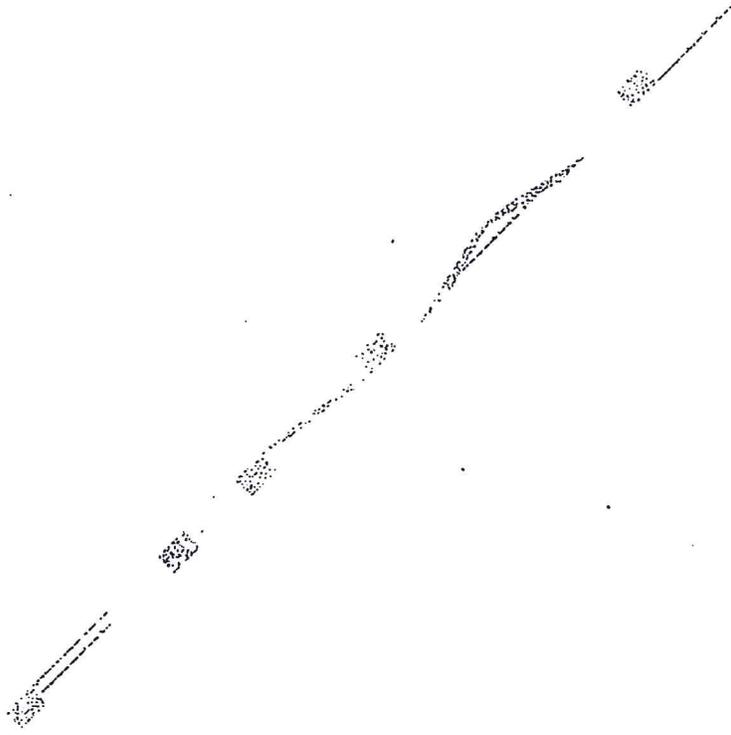
**The Laborers' International Union of  
North America, Local No. 1686**  
**(Event and Service Workers)**

**May 1, 2019 – April 30, 2021**

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## **A G R E E M E N T**

### **ARTICLE 1 -- DEFINITIONS**

#### **Section 1:**

- (a) The term "employee" and "employees" as used in this Agreement, except where the Agreement clearly indicates otherwise, shall mean only an employee or employees within the bargaining unit described in ARTICLE 2. Said employee shall be deemed full-time if the normal schedule of work is forty (40) hours per calendar week and part-time if the normal schedule of work is less than forty (40) hours per calendar week.
- (b) The term "seniority" shall mean the length of continuous service with Butte-Silver Bow.
- (c) The term "length of continuous service" means uninterrupted employment but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited in ARTICLE 14, Section 3 of this Agreement.
- (d) Whenever used 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.
- (e) The term "temporary employee" means a person who works for not more than 1040 hours in any contract year.

### **ARTICLE 2 -- RECOGNITION**

**Section 1:** Butte-Silver Bow recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all Event Workers and Service Workers employed by Butte-Silver Bow, with the exception of positions classified as temporary as defined in ARTICLE 1(e) and as management official, supervisory employee, or confidential employee as defined by the Act 39-31-103, MCA.

**Section 2:** In order to ensure tranquility within the bargaining units, it is agreed that Butte-Silver Bow shall not enter into any agreement or negotiations regarding wages, hours, terms or conditions of employment within the bargaining unit without the authorization of the Agent or Agents of the Unit. This shall not, however, restrict Butte-Silver Bow from contracting or otherwise providing for management consulting services, time studies, or any other action designed to enhance or promote better services, manpower utilization, more efficient business methods, or the promotion of the general welfare of the citizens or employees alike. Butte-Silver Bow is further relieved of any obligation in regard to this Section in receiving and responding of any lawful orders of desertification of a bargaining unit issued by a competent authority so designated to do so.

**Section 3:** The Event Workers are responsible for performing duties in the same capacity as a Public Works Laborer on an as needed basis, including but not limited to: operation of all-terrain Gradalls, light duty trucks and trailers, four wheelers, forklifts, skidsteers, gas-powered mowers, snow plows, snow blowers, dirt drags, and other equipment needed to host various events.

### **ARTICLE 3 -- MANAGEMENT RIGHTS**

**Section 1:** Butte-Silver Bow retains, solely and exclusively, all its inherent rights, functions, duties and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which all operations will be conducted except

where those rights may be clearly, expressly and specifically limited in this Agreement. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights, functions, duties and responsibilities which are solely and exclusively the responsibility of Butte-Silver Bow include, but are not limited to:

- (a) The full and exclusive control of the management of all operations, the supervision of all operations, methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its work forces.
- (b) The right to determine the work to be done and the standards to be met by employees covered by this Agreement.
- (c) The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees.
- (d) The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay-off employees, and
- (e) The right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

**Section 2:** Nothing in Section 1 shall be construed to prevent the filing of a grievance in accordance with specific provisions covered elsewhere within this Agreement.

#### **ARTICLE 4 -- LABORERS' RIGHTS**

**Section 1:** Butte-Silver Bow agrees to provide a bulletin board sufficient in size to accommodate the needs of the Union in a place normally requested by all employees. The Union shall not be restricted in the type of material to be posted except in such cases as good taste or the as proper Employer-Agent relationships may dictate. In addition, it is mutually agreed that personal notices concerning items for sale, rent, or trade shall not be posted.

**Section 2:** The internal business of the Union shall be conducted by the employees during their non-duty hours. It is agreed, however, that when said business is of mutual benefit to Butte-Silver Bow and the employees, said business shall be conducted on the Employer's time. Said business shall include but not be limited to training or workshops, grievance administration, joint employee-Employer committees, and contract negotiations or modifications. In the case of contract negotiations or modifications, it is mutually agreed that only members of the bargaining team shall be excused under the terms of this Section.

**Section 3:** Butte-Silver Bow recognizes the right of the respective employees to appoint or otherwise designate a spokesperson or steward. Said right shall be restricted, however, to one person for each classification within the bargaining unit. The designated individual shall be granted a reasonable amount of time, to be mutually agreed upon, for the administration of his or her office.

**Section 4:** Butte-Silver Bow shall permit an authorized representative of the Union to visit the work area of the employees during working hours and confer on employment relations matters, so long as in the judgment of the Employer, it does not disrupt the normal Butte-Silver Bow operations and permission is first received from the Employer to do so.

**Section 5:** The Union or committees of said individuals, shall be allowed the use of meeting space within Government buildings when such space is available and said meetings would not disrupt the work activities of the Employer.

**Section 6:** The employees shall be provided payroll deductions at no cost for any and all items covered by this Agreement and for additional items not covered by this document by mutual agreement. Such deductions shall be on a voluntary basis on a form provided by the Employer with the exception that the Union's dues shall be a mandatory deduction.

**ARTICLE 5 -- NO STRIKE, NO LOCKOUT GUARANTEE**

**Section 1:** Under no circumstances shall the Union, its officials, its employees, its affiliates, or its members, directly or indirectly cause, instigate, support, encourage or condone, nor shall any employee or employees, directly or indirectly, take part in any actions against or any interference with the operations of Butte-Silver Bow such as a strike, work stoppage, sit-in, stay-in, slow-down, curtailment of work, restriction of production, "blue flu" or any picketing, patrolling or demonstrations at any location whatsoever during the term of this Agreement and its continuing obligation.

**Section 2:** In the event of any such action or interference, as described in Section 1 above, and on notice from the Employer, the Union without delay shall take whatever affirmative action as is necessary and within its authority and power to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge.

**Section 3:** Under no circumstances shall the Employer, its officials or agents directly or indirectly cause, instigate, support, encourage or condone any action that would result in a lock-out or a deliberate reduction in work. Nothing within this Section shall limit or restrict the Employer, however, in reducing the amount of work as a result of adverse economic development or changes in Federal and State regulations.

**Section 4:** In the event of any such action, as described in Section 3 above, and on notice from the Union without any delay, shall take whatever affirmative action as is necessary and within its authority and power to prevent and bring about the termination of such action. Such affirmative actions shall include the immediate issuing of instructions by those, by virtue of their decision making power, are in a position of authority, to cease the action and inform the subordinate of this Agreement and if necessary discipline and/or discharge the subordinate causing the offending action.

**Section 5:** Nothing herein shall preclude the Employer or the Union from seeking legal or other redress from the individual or individuals who have caused damage or loss under the terms of this Article. Said redress may include monetary and/or punitive damages together with costs of suit.

**ARTICLE 6 -- NON-DISCRIMINATION**

**Section 1:** Neither the Union, its officials, its employees, its affiliates, nor its members shall discriminate against, intimidate, coerce, or interfere with any employee, whether represented by the Union or not, with respect to his or her work or with respect to the Union's activities or membership or the right to refrain from engaging in the Union's activities or membership.

**Section 2:** Butte-Silver Bow and the Union agree that there will be no discrimination in the application of this Agreement because of GINA, race, gender, age, creed, color, or national origin.

**Section 3:** Nothing in Section 2 above, shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

**Section 4:** To comply with the Americans With Disabilities Act, the Family Medical Leave Act, and other applicable laws ensuring equal employment opportunities to qualified individuals with a disability, reasonable accommodations are made for the known physical or mental limitations of an otherwise qualified individual with a disability unless an undue hardship, direct threat to health and safety or other job-related consideration exists.

**Section 5:** Butte-Silver Bow shall not discriminate against, restrain, intimidate, or coerce any employee with respect to or because of his or her membership in the labor movement, or the lawful activities of the Union.

## **ARTICLE 7 -- UNION SECURITY**

**Section 1:** It shall be a condition of employment for all employees covered by this Agreement who are on the Employer's payroll on the effective date hereof and who are now members of a labor organization certified to so represent them, shall be required to be and to remain members of said labor organization in good standing. It shall also be a condition of employment that all employees covered by this Agreement who are not now members of said labor organization and all new employees covered by this Agreement shall be required to become and remain members of said labor organization in good standing on the thirty-first (31st) day after the latest of the following dates: (1) the effective date of this Agreement, or (2) the date an employee is hired.

**Section 2:** Should the Union notify the Employer that any person within their respective bargaining unit is not in good standing, it shall be obligatory upon the Employer to remove said employee from the job not later than the third (3rd) day following receipt of such notice. The Union defines a member in good standing as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union's labor organization.

**Section 3:** Said notice to the Employer from the Union shall be made under the Union's letterhead and shall state the full and complete facts under which the loss of good standing has occurred. Further, said notice shall be attested to by the financial secretary, or other person so charged by the constitution of that organization to administer the financial matters, and one (1) other duly elected official of that labor organization.

## **ARTICLE 8 -- DUES CHECK OFF**

**Section 1:** During the life of this Agreement and to the extent the laws of the State of Montana permit, the Employer will deduct periodic dues from the pay of each employee. The cost of said deduction shall be borne by the Employer.

**Section 2:** Payroll deduction shall be made only from the pay due employees on the last payday of each calendar month; provided, however, the initial deduction for any employee shall not begin unless the amount of the monthly membership dues certified by the financial secretary of the Union has been delivered to the Employer at a place designated by said Employer at least thirty (30) calendar days prior to the last payday of the calendar month. Changes in the amount of the monthly membership dues must be delivered to the Employer at least thirty (30) calendar days prior to the last payday of the calendar month before the change will become effective.

**Section 3:** All sums deducted by the Employer shall be remitted to the financial secretary of the Union, at an address given to the Employer by the Union, once each month by the fifteenth (15th) calendar day of the month following the month in which the deductions were made together with a list of names and the amount deducted for each employee for whom a deduction was made.

**Section 4:** Butte-Silver Bow shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save Butte-Silver Bow harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice certification or authorization furnished under this Article.

## **ARTICLE 9 -- WORK SCHEDULES**

**Section 1:** A normal schedule for an employee shall be eight (8) consecutive hours per day and forty (40) hours per week, including a lunch period. This Section shall not be construed as and is not a guarantee of any hours of work per day or per week, but the normal schedule of work shall not be reduced in order to avoid a layoff unless agreed to in advance by the Union. When an employee's normal schedule of work is changed, it shall be for not less than five (5) work days.

**Section 2:** Employees required to return to work with less than eight (8) hours between shifts shall be paid two (2) times their hourly rate for the next shift.

**Section 3:** Lunch periods shall be scheduled as to time and duration by the Employer, but in all cases it shall not exceed thirty (30) minutes in length.

### **Section 4: Rest Period**

- (a) There normally will be a rest period which shall be taken at a time determined by the Employer. Such rest period shall be with pay and shall under no circumstances exceed fifteen (15) minutes for each four (4) hours of work. No employee shall leave his or her work prior to the beginning of this fifteen (15) minute period and must resume work at the end of this period.
- (b) The rest period is intended to be a recess from work to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if it is not taken. It is understood that the Union does not condone any abuse of this Section and an employee who violates any requirement of this Section shall be subject to disciplinary action.
- (c) Butte-Silver Bow may, at its option, designate certain areas as rest areas or lounges, at which place beverages may be consumed other than alcoholic and smoking may take place.

**Section 5:** The Civic Center will be a continuous seven (7) days a week operation and the normal work week shall consist of five (5) regular work days in seven (7) days Sunday through Saturday with two (2) days off.

**Section 6:** Employees performing security duty to reset alarms at various locations shall receive one (1) hour pay or two (2) hours compensatory time provided documentation from the alarm company indicates that the employee was called and responded in person to the building or facility in question.

**Section 7:** The regular work day for employees covered by this agreement shall be a period of twenty-four (24) consecutive hours beginning at the start time of their regularly scheduled shift.

## **ARTICLE 10 -- WAGE RATES**

**Section 1:** Employees shall be paid the base wage rate for their classification as set forth in the table below:

Classification	Base Wage Per Hour	
	May 1, 2019	May 1, 2020
Event Worker	\$21.07	\$21.39
Service Worker	\$17.12	\$17.46
Lead	\$1.00/Hour Above Base Wage	

\*\$0.21 is being deferred from base wage to pension

**Section 2:** When members of the bargaining unit are assigned by a supervisor to perform duties in conjunction with a higher paid bargaining unit, the employees' rate of pay will be increased by \$1.00 per hour for all hours worked performing those job duties.

**Section 3:** When assigned by a supervisor to perform demolition, lawn mowing, or snow shoveling at any Butte-Silver Bow building/facility or when assigned to perform duties for an event at the Civic Center, the Service Worker shall be paid the same hourly wage as the Event Worker for all hours worked performing those duties.

**Section 4:** It is mutually agreed that any and all wages negotiated hereunder, shall spend without restriction, and the Union, through whatever legal process necessary, and may divert a portion of the hourly rate of pay to a supplemental health and welfare and/or pension plan. The Union shall be responsible for indicating the amount of the diversion.

#### ARTICLE 11 - LONGEVITY

**Section 1:** In addition to the base hourly wage provided in ARTICLE 10, an employee is entitled to an additional longevity allowance, provided 6,240 hours, three (3) years of service (authorized leave of absence is considered continuous service) is accumulated beginning with the employee's date of employment with the Employer. Employees that have already accrued more than 6,240 hours will have longevity pay determined from the date of hire.

Once a longevity allowance is earned, an employee will receive the total longevity allowance on their anniversary date of employment with the Employer.

Hours Worked	Amount	Hours Worked	Amount
6,240	\$217.60	20,800	\$469.60
8,320	\$253.60	22,880	\$505.60
10,400	\$289.60	24,960	\$541.60
12,480	\$325.60	27,040	\$577.60
14,560	\$361.60	29,120	\$613.60
16,640	\$397.60	31,200	\$649.60
18,720	\$433.60	33,280	\$685.60

**Section 2:** Longevity pay shall be paid on a separate check.

## **ARTICLE 12 -- PREMIUM PAY**

**Section 1:** An overtime premium computed at one and one-half (1-1/2) times the employee's hourly rate of pay set forth in ARTICLE 10 will be paid for time in excess of eight (8) hours in a day or in excess of forty (40) hours a week except in the case of those operations defined as continuous in Section 5, ARTICLE 9 and Section 5, ARTICLE 17.

- (a) An overtime premium computed at two and one-half (2-1/2) times the employee's hourly rate of pay set forth in ARTICLE 10 will be paid for any work performed upon the holidays designated at ARTICLE 17.
- (b) The overtime premium shall be paid together with any other premium, if applicable, for work performed for which an overtime premium has not been previously earned.
- (c) In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, [1] time when actual work is performed, and [2] time off work for which pay is authorized when the employee is not on the job, pursuant to such provisions as this contract may specify, will be counted.
- (d) The overtime premium shall not be pyramided, compounded or paid twice for the same time paid.
- (e) Lead man Pay: When an employee of the union is authorized by a supervisor to supervise two or more employees, the employee shall receive Lead man pay of one dollar (\$1.00) per hour more than his/her regular rate of pay.

**Section 2:** In general, overtime work shall be voluntary, provided, however, when at least twenty-four (24) hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, an employee will work unless sufficient other employees capable of doing the work are available in which case, an employee who does not wish to work will be excused from overtime.

### **Section 3: Distribution**

- (a) Overtime shall be distributed as equitably as practicable among employees having the ability to do the work competently and efficiently and who are assigned to the same classifications within the same seniority group.
- (b) It shall not be considered practicable to call in an employee to work rather than extend the shift of an employee already at work. In addition, an employee who has provided Butte-Silver Bow with a written statement that he or she does not wish to work overtime need not be assigned or called in to work overtime. Such a statement will be effective until withdrawn in writing by the employee.

### **Section 4: Accounting Method:**

- (a) A master roster shall be maintained showing in a rank order fashion, the number of hours worked by each employee and job specialty for those desiring overtime.
- (b) Employees who work overtime or who are offered overtime but refuse to accept, shall have the number of hours actually worked or the number of hours offered credited on the said master roster.
- (c) New employees, employees returning from a leave of absence or layoff, employees transferred into another classification and employees withdrawing the written statement expressing the wish not to work overtime will assume the highest number of overtime hours then present for his or her classification.

**Section 5:** Overtime shall be offered to the employee who has the least number of hours unless it is considered impracticable as previously defined. In the event that said employee is passed over, the next lowest employee shall be offered the overtime unless that individual is so disqualified, in which case, the remaining employees shall be polled in the order of lowest to highest.

**Section 6:** All overtime accrual records shall begin with zero (0) hours overtime charged to each and every employee in the bargaining unit effective with the first (1st) Sunday following execution date of this Agreement.

**Section 7: Compensatory Time**

- (a) With the prior approval of his/her supervisor, employees working at the Civic Center may receive time off at a rate of 1 and 1/2 times each additional hour worked over eight (8) hours per day in lieu of overtime pay.
- (b) All compensatory time off shall be taken at a time mutually agreeable to the employee and the Employer.
- (c) Accumulation of compensatory time and cash out of such time shall be governed in compliance with the Fair Labor Standards Act.
- (d) The maximum amount of time, which will be accumulated, is 80 hours of compensatory time. In excess of 80 compensatory hours, the employee will receive overtime pay.
- (e) Lead Man Pay: When an employee of the union is authorized by a supervisor to supervise two or more employees, the employee shall receive Lead man pay of one dollar (\$1.00) per hour more than his/her regular rate of pay.

**Section 8: Call Out**

If an employee is called out for work between their regularly scheduled shifts, the employee shall receive a minimum of four (4) hours pay after starting work at the applicable overtime rate.

**ARTICLE 13 - 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 timecard.

**ARTICLE 14 -- SENIORITY**

**Section 1:** Butte-Silver Bow shall prepare and maintain a seniority list which show the name, title and seniority for all non-probationary employees. The Union or its authorized representatives shall be given a copy of said list and any changes thereto within five (5) working days of knowledge of the changes by the Employer.

**Section 2:** The said list, and any changes thereafter, shall be deemed correct as to an employee's seniority dates unless said employee or the Union notifies the Employer to the contrary in writing. The

Employer may rely on the date it deems correct until such time as the question is resolved. The seniority lists, and changes thereafter, shall be posted upon the employee bulletin board.

**Section 3: Loss of Seniority**

- (a) An employee shall lose status as an employee and seniority if:
- (1) An employee resigns or quits.
  - (2) The employee is discharged or terminated, unless such discharge or termination is reversed through the grievance or arbitration procedures.
  - (3) The employee retires.
  - (4) The employee does not return to work from layoff within three (3) calendar days after being notified to return.
  - (5) The employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- (b) During authorized leave of absence, seniority will be maintained as long as the employee is in good standing with the Union.

**Section 4:** The Employer shall recognize all original hiring dates of the Service Employees Union, Local No. 169 for all seniority rights, including but not limited to; sick leave, holidays, vacations, leave of absence, and retirement, as original hire dates with the Laborers' International Union of North America, Montana Laborers' Local 1686.

**Section 5:** The Employer shall give a hiring preference to any laid off member of the Union. This preference shall be recognized for the purpose of filling any full time new position within the jurisdiction of the Union.

**Section 6:** The Union shall be notified in writing of any vacancy in any department covered under the scope of any Laborers Agreement with the Employer. All laborer vacancies at Metro Sewer, the Water Utility Shop, the Maintenance Center or Parks Department shall be posted for a period of not less than five (5) working days at the Civic Center, the Courthouse, and the Public Safety Building. All employees covered under the bargaining contract with Laborers' International Union of North America, Montana Laborers' Local 1686, Service Employee's Unit shall be allowed to bid on the vacated position. Positions shall be filled as determined by the Employer.

**ARTICLE 15 -- PROBATIONARY EMPLOYEES**

**Section 1:** Every employee shall be considered a probationary employee for their first six (6) months of continuous service in a position covered under this bargaining unit.

**Section 2:** An individual who was hired for temporary help and who becomes an employee in the same department in which he or she was performing substantially the same work as temporary help for any continuous period immediately preceding the date said employee became an employee, will have that continuous period counted towards completion of his or her probationary period. Student help shall qualify as temporary help.

**Section 3:** An employee who has a continuous period of temporary employment towards completion of the probationary period will acquire seniority from the date said employee began a continuous period of temporary employment.

**ARTICLE 16 -- LAYOFF AND RECALL PROCEDURES**

**Section 1:** When an employee is to be laid off, the following procedure shall apply:

- (a) Layoffs shall be by seniority.
- (b) Probationary employees shall be laid off first.
- (c) Then an employee with the least seniority shall be laid off, provided that the employees remaining have the ability to perform competently the work available.

**Section 2:** Butte-Silver Bow may transfer an employee who is laid off or is to be laid off, to another classification but the employee shall have the option of electing the layoff rather than the transfer.

**Section 3:** The reverse application of the layoff procedure shall be used when a seniority employee is to be recalled to work from layoff or there is to be a return to the seniority group from which he or she was transferred, conditioned upon said employee's ability to perform competently the work available.

**Section 4:** For the purposes of this Article, the Union steward or authorized representative, shall have seniority preference over all the employees in their area of representation, conditioned upon ability to perform competently the work available.

**ARTICLE 17 -- SICK LEAVE**

**Section 1:** An eligible employee shall earn eight (8) hours credit for each one (1) month of continuous employment with Butte-Silver Bow. Such leave shall be accumulated without limitation.

**Section 2:** Sick leave credits are earned from the first day of employment, but cannot be used during the first ninety (90) days of said employment. Sick leave credits shall not be earned during leaves of absence without pay that exceed fifteen (15) calendar days.

**Section 3:** 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.

**Section 4:** Terminating employees, who have worked more than ninety (90) days, are entitled to a lump sum payment equal to one-fourth (1/4) value of the accumulated sick leave credits earned July 1, 1971. The payment shall be computed at the employee's salary at date of termination. In the event that a terminating employee is later re-employed by the Employer, said employee shall not be entitled to any sick leave credits for which said employee has been previously compensated.

**Section 5:** The falsification of any sick leave certificate or the abuse of sick leave provisions of this Article shall be cause for dismissal and forfeiture of the lump sum payment as provided for in Section 4 above.

**Section 6:** An employee who is claiming credit under the provisions of this Article, shall verify the nature of the illness on a form provided by the Employer. Said form shall indicate in addition to the above, the dates of the illness, and the number of hours claimed. Said hours shall not exceed eight (8) hours for each day claimed.

**Section 7:** Butte-Silver Bow may require certification, by a licensed physician of the State of Montana, for any illness consisting of three (3) or more consecutive calendar days, or an illness occurring the day before or the day after a legal holiday, the two (2) days off, vacation, or the birthday holiday, or when there are more than one eighth (1/8) of all employees absent, due to illness, on the day(s) in which claim is made for credit.

**Section 8:** The provisions of this Article shall extend to appointments with dentists, chiropractors, optometrists, M.D.'s, and osteopaths on an hour for hour basis upon certification, upon the provided form, by the respective practitioner. This provision shall be limited, however, to prior scheduling with the Employer and the availability of employees to assume the responsibilities of the absent employee.

**Section 9:** The provisions of this Article shall not apply to sickness or injury resulting from an industrial accident or occurrence that might be included within the category of illnesses or injuries qualifying for compensation under the Workers' Compensation Plan of the State of Montana. In the event that said illness or injury is subsequently claimed under the provisions of the Workers' Compensation Plan of the State of Montana and compensation is received, the employee shall repay all hours claimed under the terms of the Article, at the employee's hourly rate of pay, from the proceeds of said compensation award.

**Section 10:** Employees that are off of work due to work related injury and are receiving workers' compensation benefits may use earned sick leave time to supplement workers' compensation to receive 100% of their current wage. During this period of sick leave supplementation the employee's other benefits will be maintained for the period that sick leave supplementation is available to the employee.

## **ARTICLE 18 -- HOLIDAYS**

**Section 1:** All eligible employees shall be paid a day's pay at their hourly rate for the following holidays:

- (a) New Year's Day
- (b) Martin Luther King Day
- (c) Lincoln's and Washington's Birthday, the third Monday in February
- (d) Memorial Day
- (e) Independence Day
- (f) Labor Day
- (g) Columbus Day
- (h) General Election Day
- (i) Veteran's Day
- (j) Thanksgiving Day
- (k) Christmas Day
- (l) Employee's Birthday

**Section 2:** The birthday of an employee shall be celebrated by giving the respective day off with pay. If the birthday falls on a specified holiday, day off or weekend, said employee will be given another day off as mutually agreed between the employee and the Employer.

**Section 3:** All employees who work on the holiday as listed in Section 1 above, will be paid for the time worked at two and one-half (2-1/2) times the hourly rate as set forth in ARTICLE 10.

**Section 4:** An employee who fails to work on a holiday when assigned or called in shall not receive holiday pay as provided in Section 2 above unless said employee's failure to work is excused because of (a) personal sickness or injury as provided in Article 16 or (b) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for said employee to meet the employment obligation.

**Section 5:** It is mutually recognized that Butte-Silver Bow is operating a twenty-four (24) hour and seven (7) days a week continuous operation at the Civic Center. As such, not all holidays shall be given off with pay as a result of the nature of the work. Accordingly, the Employer agrees to provide days off, in accordance with the provisions of this Article when staffing will permit.

## **ARTICLE 19 -- VACATIONS**

**Section 1:** All employees shall accrue vacation credits in accordance with Montana law covering public employment.

**Section 2:** Paid vacation time shall be scheduled to meet the work requirements of the Employer with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:

- (a) The Employer shall post any limitations concerning the scheduling of vacations.
- (b) On January 2 of each subsequent year, or as soon thereafter as possible, the Employer shall post a list of all employees. Said list shall be in a rank order fashion by classification indicating the most senior to the least senior.
- (c) Each employee shall have a maximum of five (5) working days in which to make a first choice. All eligible for a portion of that vacation time, provided that said portion is selected in blocks of five (5) working days, may be requested. In the event that less than five (5) working days are available to the employee, all that time so remaining shall be scheduled for vacation. Vacation requests shall be processed within ten (10) working days.
- (d) Upon the completion of the first request list, the list shall be circulated a second time under the provisions stated in (c) above for a second choice.
- (e) In the event that an employee shall choose to pass without exercising a choice, said employee shall forfeit his or her turn for that round.
- (f) Once the final roster for vacation has been established by the procedure outlined above, any employee desiring to make a change or exercise a remaining choice, shall do so on a first come, first served basis.

**Section 3:** Vacations which are not scheduled in accordance with Section 2 above, may be granted by the Employer, provided it is requested forty-eight (48) hours in advance by the employee, except when extraordinary circumstances beyond the control of an employee cannot be corrected in time for said employee to meet the employment obligation, paid vacation time may be granted for the absence without the forty-eight (48) hour notice.

**Section 4:** No employee shall be eligible for paid vacation time or receive pay in lieu of vacation time, before it accrues, or before completion of the probationary period.

**Section 5:** An employee will receive pay in lieu of paid vacation (i.e. without taking actual time off from work) only after completion of said employee's probationary period and then only under the following circumstances:

- (a) retirement, or
- (b) start of a leave of absence, or
- (c) termination, for whatever the reason, or
- (d) death, in which case a survivor will be paid.

**Section 6:** Pay for vacation time shall be at the employee's hourly rate.

**Section 7:** If a day observed by the Employer as a legal holiday, as provided in Article 17, occurs during an employee's vacation, the employee, if otherwise eligible for it, will receive an extra day's vacation for each said holiday falling within the vacation period.

**Section 8:** 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 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 8, 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 8.

**Section 10:** Upon termination, retirement, or leave of absence, any deficient balance existing in an employee's vacation time account shall be deducted, on an hourly or fraction thereof, basis from the pay due said employee.

**Section 11:** This Article shall be in accordance with the provisions of the law of the State of Montana together with any additions, deletions, or amendments thereto.

**Section 12:** Covered employees on the payroll April 1, 2003 who are receiving time served in the military toward the vacation leave credit provided for in Section 1 of this Article 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 13:** In the event that an employee has requested a vacation and no other employee has chosen the same date this choice will remain for said employee.

## **ARTICLE 20 -- LEAVE OF ABSENCE**

**Section 1:** It is agreed that Leaves of Absence will be governed in accordance to Policies 301 and 315 of the Butte-Silver Bow Policy and Procedure Manual.

## ARTICLE 21 -- GROUP INSURANCE PLAN

**Section 1:** In addition to the wage scales set forth herein, the Employer shall pay into the Laborers A.G.C. Health and Welfare Trust of Montana as indicated in the table below. It is understood this amount is based on the hourly amount indicated multiplied by 173.00 hours each month.

Classification	Employer Contribution	
	May 1, 2019	May 1, 2020
Event Worker	\$930.42	\$960.42
Service Worker	\$930.42	\$960.42

Such payments shall be made in accordance with all trust documents and paid monthly on or before the 20<sup>th</sup> of the month following that month for which contributions are being made and shall be deposited in the bank or banks delegated to accept Laborers A.G.C. Health and Welfare Trust Funds.

**Section 2:** Payments as to the "Laborers' A.G.C. Trust of Montana" must be mailed to: Laborers-A.G.C. Trust of Montana, % First Interstate Bank of Billings, Billings, Montana, on or before the 20th day of each succeeding month.

**Section 3:** 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-A.G.C. Trust of Montana" in effect, for its employees covered by the Agreement and any extension hereof. This contribution is in lieu of wages.

### **Section 4: National Health Insurance Plan**

- (a) In the event that the Employer becomes subject to any Federal laws, regulations, or rules which require or allow Butte-Silver Bow to participate in a national health plan, the Employer and the Union shall immediately convene a conference to renegotiate the terms of this Article.
- (b) It is mutually recognized that the reopening of this Article would not afford either party the usual and customary bargaining positions. It is therefore agreed that the renegotiation shall be conducted in such a manner that the potential benefits shall not be duplicated, the costs shall not be in excess of the employer's contribution rate, and in the event of a surplus of funds, such surplus shall not be diverted to wages.

## ARTICLE 22 -- RETIREMENT PLAN

**Section 1:** The retirement program shall be as provided by the State of Montana through the Public Employees' Retirement System. In order to maintain the preferred rehabilitation plan for the Laborers Pension the employer will assume 8.5 cents of the increase the first year of the agreement and 9 cents the second year of the agreement.

**Section 2:** Refer to Addendum A for current pension contribution rates

## ARTICLE 23 -- SAFETY

**Section 1:** The Employer shall continue to provide for the safety of employees during the hours of their employment. Said provision may include the purchase of equipment, wearing apparel, or appendages that would protect said employee from a hazardous environment. Butte-Silver Bow will provide rubber boots for employees while working with ice at the Civic Center and/or for snow removal. The boots are to be the property of Butte-Silver Bow. Covered employees not wearing the boots at

appropriate times are subject to discipline by the Employer. The Employer will reimburse the employees of the bargaining unit up to \$225.00 per calendar year for the purchase of work shoes/boots and work clothes upon presentation of proper receipts by December 1<sup>st</sup> (non-taxed). Any remaining balance will be paid to the employee (taxes levied) on the last payroll check in December. Employees are required to report to work in proper apparel and footwear. Boots may be replaced as necessary at the supervisor's discretion.

**Section 2:** The Employer recognizes its responsibility under the Occupational Health and Safety Act and agrees to implement the requirements of said Act at the earliest possible time. The Employer further agrees to implement further amendments to this Act as they might apply to the public sector in particular.

### **Section 3: Injury**

- (a) An employee who is injured during the hours of employment shall report the injury to the immediate supervisor as soon as practicable. If the injury is to the extent of doctors, or hospital care, arrangements will be made by the Employer to provide transportation to a place of examination and/or treatment.
- (b) The injured employee shall be paid at said employee's hourly rate of pay plus premiums, if applicable, for the time lost from work, provided the employee returns to work and finishes the shift following the treatment, unless on doctor's orders the employee is told not to return to work, in which case the pay shall cease on completion of treatment. In no event shall the employee be paid for time beyond the quitting time of the scheduled shift or for any overtime hours.

## **ARTICLE 24 -- DISCIPLINE**

**Section 1:** The Employer shall not discharge or take other disciplinary action without just cause or due process. In taking said action, the Employer shall not take into account any prior incidents which occurred more than twelve (12) months previously.

**Section 2:** The Employer shall establish an administrative procedure for all supervisors to follow in the matter of discipline. Said procedure shall detail the methods of dealing with typical problems and the courses of action that a respective supervisor may take. In all cases, however, the employee shall be allowed to respond to the complaint and confront any and all accusers.

**Section 3:** The Employer shall provide upon request a written notification of any disciplinary action taken by the Employer against a Union member. The Union shall have the right to meet and confer upon the subject of the discipline.

## **ARTICLE 25 -- GRIEVANCE AND ARBITRATION 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 interpretations, applications, 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 designated Union Steward or Union Representative within ten (10) working days of its occurrence or within ten (10) working days after the discovery of the fact of its occurrence. The grievance must clearly state what the issues are that have resulted in the filing of a grievance.

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 as to why.

**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 of 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.

**Step 5: Arbitration** If a satisfactory settlement is not reached in Step 4, the Union may, within ten (10) working days of notification of the 2 on 2 committee decision, 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) The arbitrator shall render a decision within thirty (30) days, based on the testimony presented at the arbitration hearing.
- (3) All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding on both parties.
- (4) The fees and expenses of the arbitrator shall be shared equally by the parties.
- (5) The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of the Agreement.

### **Section 3: Time Limits**

- (1) Time limits as defined in this Article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and Holidays are not considered working days.
- (2) Failure to abide by the specific time limits provided in the grievance procedure by either the Employer or the Union, at any step unless mutually agreed otherwise in writing, shall

automatically result in the position of the party violating such time limits, being considered as null and void and the position of the opposite party being fully upheld.

#### **ARTICLE 26 -- CONFERENCE**

**Section 1:** At the request of the Union or the Employer, conferences shall be held at least quarterly for the purpose of considering matters of mutual interest, other than grievances, provided that mutually acceptable arrangements can be made.

**Section 2:** Any attendance by personnel from other than day shift or on days off, shall be compensated at the rate of straight time and shall not form additional hours in the employee's work day.

#### **ARTICLE 27 -- MISCELLANEOUS**

**Section 1:** A supervisor will not perform work assigned to employees of the bargaining unit, unless practical considerations call for the supervisor to perform such work, but it shall not be to the extent that an employee is displaced no more than what the situation calls for.

**Section 2:** Part-time employees shall enjoy all the rights and benefits of full-time employees in so far as the terms and conditions of employment and rates of pay are concerned. Health and welfare benefits, vacations and sick leave benefits shall be pro-rated in accordance with the number of hours worked.

**Section 3:** Any employee desiring to take the day off without pay shall request leave from the employee's immediate supervisor at least one (1) day prior to the actual requested day. Consideration shall be given on a first come, first served basis.

**Section 4:** Butte-Silver Bow shall provide a hepatitis shot to employees required to work at the Butte-Silver Bow Detention Center.

#### **ARTICLE 28 -- SEVERABILITY**

**Section 1:** In the event that any portion of the 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 effect, and the parties shall meet as soon as possible to renegotiate substitute provisions for those held invalid.

#### **ARTICLE 29 -- COURT APPEARANCE**

**Section 1:** Employees required to testify in court on behalf of Butte-Silver Bow shall receive all pay and allowances due as if said employee were actually on shift.

**Section 2:** Employees duly summoned to court as jurors shall receive all pay and allowances due as if said employee were on shift. In the event that said employee is scheduled to work any other shift other than day shift, the employee shall not be required to report to work for those days in which said employee serves as a juror. It shall be the responsibility of the employee to notify the immediate supervisor of said jury duty as soon as this fact is known by the employee.

**Section 3:** In all cases, each employee shall have their base rate of pay reduced by that amount of fees paid as a result of service as a witness or juror if applicable and received, except in such cases where a mileage allowance is awarded as a result of travel. This section shall not be applicable in the event said employee elects to take vacation time for said service.

**ARTICLE 30 -- CONTRACTING**

**Section 1:** It is the intent of the parties to preserve the work and job opportunities to the employees covered by this Agreement. The Employer will make every reasonable effort to retain employees covered herein, and will disclose to the Union thirty (30) days prior to any subcontracting arrangements for services which might affect the employees normally subject to the terms of this Agreement. The parties understand and agree that decisions regarding the subcontracting out of work by the Employer is within the Employer's management prerogatives.

**ARTICLE 31 -- TERM OF AGREEMENT**

This agreement is effective May 1, 2019 and shall continue in full force and effect until the 30<sup>th</sup> day of April 2021, at which time it is automatically renewed and continued in effect from year to year thereafter, unless written notice is hereby given by either party to the other not less than ninety (90) days prior to its expiration date of April 30 of any year, indicating that changes are desired, in any or all of the provisions of this Agreement or termination of same. In the event that changes or termination is desired, negotiation shall start no later than sixty (60) days prior to the said April 30 date.

THE PARTIES TO THIS AGREEMENT also agree to the following:

1. The terms and conditions of this Agreement are retroactive to May 1, 2019, and all wage and benefit payments shall be paid retroactive to that date.
2. All dates not directly affected by this Agreement will be brought forward, if necessary.

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, LOCAL NO. 1686

By: *Tracy Thompson*

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

DocuSigned by:  
By: *Dave Palmer* December 2, 2019 | 1:50:46 PM PST  
Chief Executive

ATTEST:

DocuSigned by:  
By: *Sally J. Hoelle*  
Sally Hoelle Clerk & Recorder

**Rehabilitation Plan: Addendum A**

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT  
BETWEEN LABORERS' LOCAL 1686  
AND  
BUTTE SILVER BOW LOCAL GOVERNMENT SERVICE EMPLOYEES

WHEREAS, the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

WHEREAS, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

WHEREAS, a copy of the Plan has been provided to the Union and the Employer; and

WHEREAS, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

WHEREAS, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement.
2. The current contribution rate to the Pension Fund is \$2.05 per compensable hour and shall be increased by 10% effective November 1, 2015. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
  - (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates' required by this Schedule.
  - (b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.
  - (c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
5. This Addendum shall be effective as of **November 1, 2011**, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

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

**FOR THE UNION:**

Signature: Tracy A. Thompson  
Name: Tracy A. Thompson  
Position: Field Rep. Date: 7/23/18

**FOR THE EMPLOYER:**

Signature: [Signature]  
Name: DAVE PATHER <sup>J.</sup> JOHN P. MORGAN  
Position: CHIEF EXECUTIVE, Acting Date: 7-20-2018

**ATTEST:**

[Signature]  
Clerk & Recorder, Chief Deputy

