

2021-590
Agreement



**City-County of
Butte-Silver Bow, Montana**
and
**Butte Civic Center Cashiers and
Concession Workers**
MFPE, Local No. 7765

July 1, 2021 – June 30, 2023

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AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021 by and between the CITY-COUNTY OF BUTTE-SILVER BOW, MONTANA, herein referred to as "EMPLOYER", and the BUTTE CIVIC CENTER CASHIER AND CONCESSION WORKERS, MFPE, Local No. 7765, herein referred to as "UNION".

WITNESSETH

WHEREAS, the parties hereto have reached an agreement concerning standards of hours of labor, scale of wages, and other terms and conditions of employment as a result of collective bargaining; and for the purpose of facilitating the peaceful adjustment of conditions that may arise from time-to-time and to promote harmony and efficiency to the end that the Employer, the Union, and the general public may mutually benefit;

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

ARTICLE 1 -- DEFINITIONS

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

ARTICLE 2 -- RECOGNITION

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

ARTICLE 3 -- MANAGEMENT RIGHTS

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

1. to direct the work force;
2. to hire, promote, transfer, assign, and retain employees;

3. to relieve employees from duties because of lack of work or funds under conditions where continuation of such work would be inefficient and nonproductive;
4. to maintain the efficiency of government operations;
5. to determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
6. to take whatever actions may be necessary to carry out the missions of the government in situations of emergency; and
7. to establish the methods and processes by which work is performed.

Section 2: In accordance with operational requirements, Butte-Silver Bow may properly assign covered employees to any classification during any shift or portion thereof.

ARTICLE 4 -- UNION SECURITY

Section 1: Employees covered by the terms of this Agreement shall not be required to become members of the Union.

Section 2: Upon receipt of a lawfully written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such employee from their pay and remit such deduction by the fifteenth (15th) day of the following month to the Federation's Local Treasurer. The Federation will notify the Employer in writing of the exact amount of such dues to be deducted and changes in the dues rate shall be certified in writing by an authorized Federation officer.

Section 3: The Union agrees to indemnify, defend, and hold the Employer harmless against any claims, demands, suits, or other forms of liability that shall arise out of or as a result from any actions taken by the Employer for the purpose of complying with this article.

ARTICLE 5 -- HOURS OF WORK

Section 1: Calendar week as used in this Article shall mean the period commencing at 12:00 a.m. on Monday and ending at 11:59 p.m. on the following Sunday.

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

Section 3: All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one calendar week shall be paid at the rate of one and one-half (1-1/2) times the regular scale. All work performed in excess of five (5) days within a spread of any seven (7) days or on the sixth (6th) consecutive

day, whether in one calendar week or not, shall be paid at the rate of one and one-half (1-1/2) times the regular scale.

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

Section 5: Daily hours of employment shall be consecutive except in cases where a split shift is required. Employees required to work a split shift will receive an additional \$4.00 per shift.

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

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

Section 8: Employees called into work shall receive either a minimum of five (5) hours work or a minimum of five (5) hours pay.

ARTICLE 6 -- WAGES

Section 1: The hourly wage for the positions of Cashier and Concession Worker shall be:

July 1, 2021 -- \$13.00/hour

July 1, 2022 -- \$13.20/hour

Section 2: When assigned to perform the duties of Concession Worker Shift Leader or Cook, the employee shall be compensated at a rate of fifty cents (\$0.50) per hour above the regular hourly wage.

ARTICLE 7 -- LONGEVITY PAY

Section 1: Employees with a minimum of five (5) years of employment under this agreement shall receive longevity pay added to their base wage according to the following schedule:

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

ARTICLE 8 -- HOLIDAYS

Section 1: Time worked on the following holidays shall be paid for at the rate of two (2) times the regular hourly wage set forth in Article 6:

1. New Year's Day, January 1st;
2. Martin Luther King, Jr. Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4th;
6. Labor Day, the first Monday in September;
7. Veteran's Day, November 11th;
8. Thanksgiving Day, the fourth Thursday in November;
9. Christmas Day, December 25th; and
10. State General Election Day.

Section 2: Time worked on Mother's Day and the Employee's Birthday shall be paid at the rate of two (2) times the regular hourly wage set forth in Article 6.

ARTICLE 9 -- LEAVES OF ABSENCE

Section 1: Management approved leaves of absence shall be limited to a maximum period of thirty (30) consecutive calendar days, unless for bona fide illness or disability (including maternity). Absences beyond thirty (30) consecutive calendar days shall cause termination of seniority.

Section 2: All requests for leaves of absence shall be in writing, stating the reason for such leave. Management approval or denial of a request for a leave of absence shall be in writing. If a leave of absence request is denied, the manager shall state the reason for denial in the written notification.

ARTICLE 10 -- UNION REPRESENTATIVE

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

ARTICLE 11 -- GENERAL

Section 1: The Employer shall furnish a special uniform, as needed, consisting of two (2) shirts and two (2) aprons for Concession Workers and two (2) shirts for Cashiers. When considering a change in the uniform, management shall select at least two uniform options and present them to membership for a vote.

Section 2: The Employer shall allow a thirty (30) minute paid mealtime for employees working eight (8) hours per day. In addition, all employees shall have the opportunity to take one (1) paid fifteen (15) minute break for every four (4) hours worked per day.

Section 3: The employer agrees to schedule concessions staff one (1) hour prior to start of event to prepare food.

Section 4: The employer agrees to ensure there are at least 3 staff at the end of each event for clean up purposes.

Section 5: Nothing herein shall be construed to prevent payment of wages in excess of the minimum wage set forth in Article 6; it being understood that the Employer may place superior wages, hours, working conditions, and other employee benefits in effect and may reduce the same to the minimum herein prescribed without the consent of the Union.

Section 6: All rights of the Employer and the Union are retained on all matters not expressly covered by the terms of this Agreement and neither shall be required during the term of this Agreement to bargain with respect to any matter not specifically set forth in this Agreement.

Section 7: The Employer has the exclusive duty and right to determine the quality and quantity of work, and to manage the business and schedule of work. The Union recognizes the responsibilities imposed upon its jurisdiction, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and high standard of wages, the Employer must be able to manage and operate efficiently and economically, consistent with fair labor standards and the laws of the State of Montana. The Union through its bargaining agency agrees to cooperate in the attainment of

these goals. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 12 -- SENIORITY AND JOB SECURITY

Section 1: Seniority shall be recognized dating from the first day of entry into the MFPE, Local. No. 7765 covered by this agreement.

Section 2: Seniority shall terminate if:

- a) the employee is discharged;
- b) the employee quits voluntarily;
- c) the employee retires;
- d) a layoff is for a period of eighteen (18) consecutive months or more;
- e) the employee fails to accept and report to work within fifteen (15) calendar days after notification of recall.

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

Section 4: After a probationary period of six (6) months, an employee may not be discharged without just cause.

Section 5: The Employer and the Union agree that merit and ability being equal, length of service shall govern in layoff and re-hiring.

ARTICLE 13 -- EMPLOYEE PRODUCTIVITY

Section 1: The Union recognizes that the Employer must produce and operate efficiently to be in a strong market position. The Union recognizes further that the Employer is therefore entitled to a fair

day's work on the part of the members of the Union, and to this end it is recognized by the Union that the Employer is entitled to the cooperation of the employees in improving the productivity and efficiency of all aspects of the Employer's business, including improvement of production, elimination of waste and conservation of materials, supplies, and equipment, improvement in the quality of workmanship and services to customers, elimination of loss and damage to merchandise, elimination of employee and customer dishonesty, and strengthened good will between the Employer and the public.

ARTICLE 14 -- PAST PRACTICES

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

ARTICLE 15 -- LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1: In order to facilitate communication and resolve issues of mutual interest, it is agreed that a Labor-Management Relations Committee can be established. This Committee shall consist of one (1) Concession Worker, one (1) Cashier, the Civic Center Manager, and the Human Resources Director. Meetings will be held as needed at the request of the employees or management. The date and time will be mutually agreed upon by both parties.

ARTICLE 16 -- GRIEVANCE PROCEDURE

Section 1: The term "Grievance" is defined as any controversy or dispute between the parties or between Butte-Silver Bow and the employees covered by this Agreement as to any matter including the interpretation, application, or violation of any provision of this Agreement or discharge of an employee.

Grievances involving a non-probationary discharge shall begin at Section 2, Step 3.

Section 2: Grievance Steps

Step 1: Any grievance or misunderstanding which cannot be settled between the Employer and the employee must be taken up with the Employer (i.e., the Department Director) by the Business Representative of the Union or anyone designated by the Union.

Step 2: If the parties fail to resolve the dispute in Step 1 above, the grievance must be presented in writing to the employee's Department Director by the employee along with the Union Representative within ten (10) working days of its occurrence or within ten (10) working days after the discovery of the fact of its occurrence. Within ten (10) working days of receipt of such dispute, the Department Director shall advise the employee and the Union Representative of his/her decision in writing.

Step 3: If the parties fail to resolve the dispute in Step 2, the issue may be appealed in writing to the Chief Executive or representative within ten (10) working days of the Department Director's decision in Step 2. Within ten (10) working days of receipt of such appeal, the grievance shall be presented at a meeting of the union committee with the Chief Executive and members of his/her committee. The Chief Executive shall notify the Union, in writing, of a decision within ten (10) working days after the conclusion of the meeting.

Step 4: If the grievance cannot be resolved in Steps 1 through 3, an application will be submitted to the Montana State Board of Appeals for the assignment of a mediator to resolve the on-going grievance. This application must be agreed upon by both parties within ten (10) days. If no mutual agreement can be made, the grievance shall proceed to Section 3.

Section 3: Arbitration

If a satisfactory settlement is not reached in Section 2 above, the Union may, within ten (10) working days of notification, refer the grievance to arbitration by giving written notice to the Employer:

- a) The Union shall specify the exact question or questions to be arbitrated. The parties will request a list of five (5) Arbitrators from the Board of Personnel Appeals, State of Montana. Within ten (10) working days of receipt of the panel, the parties shall discuss the panel and select, by alternately striking names from the list, an arbitrator to hear the grievance until only one name remains. It is expressly understood that "joint request" means a single letter signed by both the Employer and the Union to select an arbitrator. The arbitration hearing shall be conducted within forty-five (45) days after the arbitrator is selected, unless the selected arbitrator is unavailable.
- b) All decisions rendered as a result of any arbitration proceeding provided herein shall be final and binding upon both parties.

- c) The fees and expenses of the arbitrator shall be paid 25% by the prevailing party and the remaining 75% paid by the unsuccessful party to the grievance.
- d) The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.

Section 4: Time Limits

- a) 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.
- b) If the time limits enumerated above are not met by either party, the party not meeting the time limits will forfeit. The other party will prevail. The time limits may be extended by written mutual agreement of the parties.

ARTICLE 17 -- NO STRIKE- NO LOCKOUT

Section 1: Under no circumstances will the Union cause, authorize, or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit down, stay in, slow down, or similar activity except informational picketing, or any violation of any State law during the term of this Agreement. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the Contract and that all other persons shall immediately cease the offending conduct and if the Union does so, the Employer will not hold the Union liable for unauthorized acts or activities of its members. Under no circumstances will the Union cause, authorize, or permit its members to fail to go on duty because of any picketing activity by any union whatsoever. The Union agrees that its members must, if necessary, cross any picket lines to report to duty and perform their duty.

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

ARTICLE 18 -- SEVERABILITY

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

ARTICLE 19 -- DUTY TO BARGAIN

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

ARTICLE 20 -- NON-DISCRIMINATION

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

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

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

ARTICLE 21 -- MEALS

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

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

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

ARTICLE 22 -- SUBCONTRACTING

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

ARTICLE 23 -- TERM OF AGREEMENT

Section 1: This entire Agreement, except as otherwise herein provided, is effective on the first (1st) day of July 2021, and shall continue in full force and effect for two (2) years, until the thirtieth (30th) day of June 2023, at which time it is automatically renewed and continued from year-to-year thereafter unless written notice is given by either party hereto to the other not less than sixty (60) days prior to its expiration date indicating that changes are desired in any or all of the provisions of this Agreement provided, however, that in the event of a declared national emergency, either party to this Contract may, by written notice to the other, open the Contract to any matter directly affected by the national emergency.

Section 2: Upon written notice by either party, negotiations will be scheduled within thirty (30) calendar days.

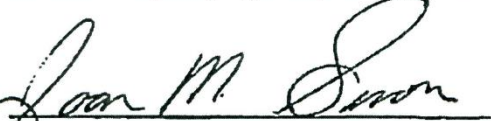
Section 3: The terms and conditions of this Agreement are retroactive to July 1, 2021, unless otherwise noted.

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

FOR:

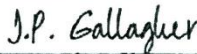
BUTTE CIVIC CENTER CASHIERS AND
CONCESSION WORKERS, LOCAL 7765

BY: 
Jennifer Weigand, Field Representative

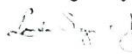
BY: 
Joan Simon, Local President

FOR:

THE CITY-COUNTY OF
BUTTE-SILVER BOW, MONTANA

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BY: _____
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J.P. Gallagher, Chief Executive

ATTESTED:

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BY: _____
Linda Sajor-Joyce Clerk & Recorder