

COLLECTIVE BARGAINING AGREEMENT

Between

LINCOLN COUNTY, MONTANA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 400

EXPIRES JUNE 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - Employer	1
ARTICLE 2 - Definitions	2
ARTICLE 3 - Managerial Rights	2
ARTICLE 4 - Union Security	3
ARTICLE 5 - Union Access and Stewards	4
ARTICLE 6 - Fair Practices	5
ARTICLE 7 - Bargaining Unit Work	5
ARTICLE 8 - Hours of Work	5
ARTICLE 9 - Seniority	6
ARTICLE 10 - Job Openings	8
ARTICLE 11 - Education or Training	8
ARTICLE 12 - Grievance Procedure	8
ARTICLE 13 - Leaves of Absence	12
ARTICLE 14 - Maternity Leave	12
ARTICLE 15 - Military Leave	13
ARTICLE 16 - Holidays	14
ARTICLE 17 - Sick Leave	15
ARTICLE 18 - Health Insurance	17
ARTICLE 19 - Vacation Leave	17
ARTICLE 20 - Jury Duty	19
ARTICLE 21 - Travel Reimbursement	20
ARTICLE 22 – Boot Allowance	20
ARTICLE 23 – National Training Fund.....	20
ARTICLE 24 - No Strike - No Lockout	21
ARTICLE 25 – Employee Records.....	21
ARTICLE 26 – Union Pension.....	21
ARTICLE 27 - Savings Clause	22
ARTICLE 28 - Termination	22
 Exhibit "A"	

COLLECTIVE BARGAINING AGREEMENT

Between

LINCOLN COUNTY, MONTANA

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 400**

AGREEMENT

This Agreement is by and between LINCOLN COUNTY, MONTANA, hereinafter referred to as the "County" or "Employer," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 400, hereinafter referred to as the "Union".

ARTICLE 1

Employer

1.1 In compliance with the provisions of the Montana Public Employees Collective Bargaining Act, as amended, and pursuant to certification of the Montana Department of Labor and Industry, Board of Personnel Appeals, Case No. 9-2005 (1827-2005), the Employer recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time landfill operators and refuse drivers employed by Lincoln County, Montana at its landfill operations located at Libby and Eureka, Montana, but excluding elected officials, supervisors, management officials, confidential employees, seasonal employees, and all other employees not expressly included.

ARTICLE 2

Definitions

For the purposes of this Agreement, the following definitions shall apply:

2.1 "Full-time employee" shall mean an employee regularly scheduled to work forty (40) hours per week year round.

2.2 "Regular part-time employee" shall mean an employee who is assigned to a position designated by the Employer as permanent, but who normally works less than forty (40) hours per week.

2.3 "Probationary employee" shall refer to an employee who has worked for the Employer less than six (6) continuous months since last date of hire.

2.4 "Immediate family" shall refer to the employee's spouse, child, father, mother, brother, sister, grandparent, grandchild, or guardian, or a relative of the employee's spouse in like degree.

ARTICLE 3

Managerial Rights

3.1 Except as expressly limited by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, and without any limitation whatsoever, all of its managerial rights, power and authority to manage and operate its business and direct the work force as such rights, powers and authority existed prior to the execution of this Agreement. Such rights include, but are not limited to, the following:

- (a) direct employees;
- (b) hire, fire, promote, transfer, assign, layoff, and retain employees;

- (c) relieve employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive;
- (d) maintain the efficiency of government operations;
- (e) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (f) take whatever actions may be necessary to carry out the missions of the Employer;
- (g) establish the methods and processes by which work is performed;
- (h) promulgate, adopt, and amend rules and regulations in connection with the Employer's operations and the conduct of its employees;
- (i) designate smoking and non-smoking areas; and
- (j) test for the use of controlled substances or alcohol as permitted by applicable law.

ARTICLE 4

Union Security

4.1 Any employee who is not a Union member and who does not make application for Union membership shall, within 30 days of beginning work, either join the Union and pay the Union dues or pay the Union its monthly representation fee as a contribution toward the management of this Agreement. The Union will issue, via return receipt U. S. Mail, to nonmembers who fail to pay the representation fee a demand that such payment be received within 30 days of the mailing of such demand. When the Union issues a written demand to the County to terminate an employee who fails to satisfy such demand and includes a copy of all communications between the Union and the employee, including those required by law, the County will promptly inform the employee via return receipt U. S. Mail that he or she will be terminated.

4.2 An employee who is a member of a bona fide religious sect whose established and traditional beliefs oppose joining or financially supporting a labor organization shall not be required to join or financially support the Union if, in lieu of periodic dues or fees, the employee pays an equivalent sum of money to a non-religious, non-union charity designated by the Union. The employee must provide the Union with proof of payment upon request.

4.3 The County will, upon receipt of individual signed authorizations, withhold from employees' pay an appropriate amount for Union initiation fees, dues or agency shop fees, and will remit the same monthly to the Union. The Union will promptly notify the County in writing of any change in the amount to be withheld or its mailing address.

4.4 The Union agrees to hold harmless the Employer and indemnify it for all claims, damages, causes of action, and judgments which arise out of this Article. The indemnification provided herein shall include, but not be limited to, the recovery of costs and attorneys fees.

ARTICLE 5

Union Access and Stewards

5.1 An authorized representative of the Union, upon notification to the designated representative(s) of the Employer, shall be entitled to access to the Employer's premises during regular business hours, provided that the Union representative shall conduct Union business in employee break areas and during employee break or meal times. The Union representative shall not interfere with the work of the employees, or with members of the public who are on the Employer's premises.

5.2 The Union agrees to notify the Employer in writing of the name of any employees designated as Union Steward(s) and further to notify the Employer, in writing, of any change in the person(s) so designated.

ARTICLE 6

Fair Practices

6.1 The Employer and Union equally recognize the rights and dignity of each individual employee and will provide equal opportunities without regard to race, creed, national origin, age, sex, marital status, political beliefs, mental or physical handicap, unless a distinction is permitted by applicable law.

ARTICLE 7

Bargaining Unit Work

7.1 Supervisors and non-bargaining unit employees may perform bargaining unit work without violating this Agreement, provided it does not result in the direct and immediate layoff of a bargaining unit employee.

ARTICLE 8

Hours of Work

8.1 The Employer does not guarantee a minimum or maximum number of hours per work day or work week.

8.2 Wages shall be paid in accordance with the schedule attached hereto as Exhibit "A".

8.3 All hours worked in excess of forty (40) in any work week shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, provided that compensatory time may be substituted for overtime pay

consistent with County policy. Overtime shall not be worked without the prior approval of the employee's immediate supervisor or department head. Absences while in a leave status (e.g., annual leave, sick leave, etc.) shall not be considered hours worked for the purpose of calculating overtime payments or compensatory time earned.

8.4 Employees will be granted a daily lunch period, without pay, not to exceed one (1) hour. Employees will not be required to work more than four (4) consecutive hours without a break. Generally, two (2) fifteen-minute (15) rest or coffee periods are allowed each eight (8) hour workday. Rest periods shall be taken as scheduled by the Employer and shall not be added to lunch time, or be taken immediately after reporting to work or immediately prior to the end of the work day, and may not be accumulated in any manner.

ARTICLE 9

Seniority

9.1 For the purposes of this Agreement, seniority shall mean the length of an employee's continuous, uninterrupted employment with the Employer since the employee's last date of hire.

9.2 Seniority shall terminate, and with it the employment of the employee by the Employer, for any of the following reasons:

- (b) If the employee is terminated by the Employer;
- (c) If the employee is absent without notifying the Employer, unless later excused by the Employer;
- (d) If continuous layoff extends beyond nine (9) months or the employee rejects a recall notice, whichever occurs first;
- (e) If an employee on layoff fails to respond to a recall notice within three (3) working days after being notified to report by certified mail, sent to the last

residence address of the employee according to the Employer's records, or if an employee notifies the Employer in a timely manner that he will return to work but then fails to report to work within ten (10) working days after receiving the same notice of recall;

- (f) If an employee is off work due to illness or non-job related injury for a period of six (6) months following exhaustion of all of the employee's paid leave time;
- (g) If an employee is off work due to job-related injury for a period of six (6) months following exhaustion of all the employee's paid leave time; or
- (h) If an employee obtains a leave of absence for false reasons or fails to report to work on his or her first scheduled work day following a leave of absence.

9.3 An employee who is away from work on a non-pay status shall not accrue seniority or benefits unless required by applicable law.

9.4 When laying off employees within a job classification at a designated work site, the employee with the least seniority shall be the first person laid off, provided that the remaining employees have the present skill and ability to perform the available work. Recall from layoff by job classification at a work site shall be in the reverse order of layoff. There shall be no bumping.

9.5 The Employer will attempt to give thirty (30) days advance notice of layoffs, provided the Employer shall not be required to pay employees for hours not worked in the event a shorter layoff notice is given.

9.6 The Employer shall maintain bargaining unit and job classification seniority lists for all employees. Copies of the lists shall be available to the Union upon request.

ARTICLE 10

Job Openings

10.1 Job openings or vacancies within the bargaining unit will be posted for a minimum of five (5) business days in each of the Employer's work sites (e.g. Libby, Eureka). An employee interested in the available position may apply for the opening as required in the posted notice. The Employer reserves the unqualified right to select the individual to fill the position, which may include outside applicants.

10.2 An employee who is a successful applicant for an open position shall be on probation for a period of six (6) months from the date the employee begins the new job. In the event the employee does not satisfactorily perform in the new position within this probationary period, the employee has no right to return to his or her former position and may be terminated by the Employer.

ARTICLE 11

Education or Training

11.1 A full-time employee wishing to take courses related to his or her work may apply to the Employer for cost reimbursement for such training. Reimbursement shall be at the County's discretion. An employee should obtain the County's response regarding reimbursement for a desired course before committing to the expense.

ARTICLE 12

Grievance Procedure

A grievance shall be any dispute or complaint concerning the interpretation, application, or compliance with any provision(s) of this Agreement, or whether the

discipline or discharge of an employee who has successfully completed all probationary periods was for just cause. A grievance shall be processed as set forth in this Article.

12.1 A "grievant" shall be defined as an employee or group of employees who have successfully completed their probationary period and are covered by the terms of this Agreement.

12.2 A formal grievance must be submitted in writing setting forth the incident(s) which is the basis for the grievance, the date(s) on which the event occurred which gives rise to the grievance, the portion(s) of this Agreement allegedly violated, and the requested remedy.

12.3 The time limits specified in this Agreement may be extended by mutual agreement in writing between the Employer and grievant or Union.

12.4 Reference to days regarding time periods in the grievance procedure shall refer to calendar days.

12.5 A grievance shall be handled in the following manner:

Level 1: The grievant or a Union representative is encouraged to discuss the grievance with the grievant's immediate supervisor in an effort to informally resolve this matter.

Level 2: In the event the grievant and immediate supervisor are unable to resolve the grievance, the grievant shall reduce the grievance to writing and present it to the Director of Environmental Health within fifteen (15) days following the occurrence of the event which gave rise to the grievance. The Director shall respond in writing within ten (10) days following presentation of the grievance at this level.

Level 3: In the event the grievant is not satisfied with the resolution proposed at Level 2, the grievant has ten (10) days from the date of the Director of Environmental Health's response at Level 2 to submit the grievance to the Board of Commissioners. The Board of Commissioners shall respond in writing with ten (10) days following presentation of the grievance at this level.

Level 4: In the event the grievant is not satisfied with the decision of the Board of Commissioners, the grievant may file a notice of intent to arbitrate with the Board of Commissioners within ten (10) days following issuance of the Board's decision. The grievant or Union shall, within five (5) days after delivery of the notice of intent to arbitrate, request a list of seven names of arbitrators from the Montana Board of Personnel Appeals who are also panelists with the American Arbitration Association or members of the National Academy of Arbitrators. The parties shall then select an arbitrator by striking names from the list in alternate order, with the grievant or Union striking first.

12.6 A grievance challenging the discharge from employment of a grievant shall be initiated with the Department Head at Level 4. An employee who has not successfully completed his or her probationary period may be discharged by the Employer without the individual or Union having recourse to this grievance procedure.

12.7 Any grievance not presented within the time limits specified in this Article, and any grievance not appealed from one step to another within the time limits specified, shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to answer a grievance within the time limits specified, the grievance shall be considered denied as of the last day on which the Employer's response was due. The grievance shall then go to the next level of the grievance procedure, provided the grievant shall observe the procedure necessary to preserve the grievance at the next level.

12.8 Grievances shall not be investigated, processed, or handled during working time without the prior express written approval of the Employer. The grievant may be represented or accompanied by a Union representative at each stage of the grievance procedure.

12.9 The grievance shall be heard by a single arbitrator. The Employer and grievant may be represented by third

parties on their behalf, and either side shall have the right to submit evidence, offer testimony, present witnesses, and oral or written arguments relating to the issues before the arbitrator.

12.10 The decision of the arbitrator shall be rendered within thirty (30) days following closing of the hearing or after the deadline for submission of post-hearing briefs, whichever is later, and shall be final and binding on the parties.

12.11 Each party shall bear its own expenses in connection with arbitration, including expenses related to the parties, their representatives, any witnesses and other expenses which a party incurs in connection with its case. The party requesting an official transcript shall pay all costs associated therewith, unless the request is mutual, in which case the costs shall be shared equally by the Employer and Union. The Employer and Union shall share equally the fees and expenses of the arbitrator, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

12.12 The arbitrator shall have jurisdiction over the grievances properly brought before him or her pursuant to the terms of this Agreement. The jurisdiction of the arbitrator shall not extend to proposed changes in the terms and conditions of employment as they are set forth in this Agreement, nor shall the arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of this Agreement.

ARTICLE 13

Leaves of Absence

13.1 Employees may be granted a leave of absence, without pay and accrual of benefits, with the prior written approval of the Employer. Except in cases of emergency acceptable to the Employer, a request for leave shall be made in writing not less than thirty (30) days prior to the beginning date, and shall state the reasons for the request, as well as the beginning and ending dates of the proposed leave.

13.2 An employee on leave without pay shall not engage in other employment without the prior written approval of the Employer.

13.3 Seniority and its accompanying benefits shall continue to accrue during leaves of absence which are fifteen (15) days, or less, in length.

ARTICLE 14

Maternity Leave

14.1 A pregnant employee shall be granted a maternity leave of absence without pay. The leave shall normally be taken by the employee beginning at a time when, for medical reasons, the employee's licensed physician determines that the employee should no longer work. The employee agrees to notify the Employer not later than the fourth month of pregnancy of her condition, and at that time to furnish the Employer with a written statement from her physician stating that continued active employment is or is not medically approved. The employee shall notify the Employer of any change in the physician's position concerning her continued active employment. Notice from the employee's physician may be obtained during the regular course of physical examinations relating to the pregnancy. The employee shall endeavor to notify the

Employer of the commencement date of her maternity leave at least one month prior thereto in order that the Employer may make prior arrangements for assuring continued performance of the employee's duties. The employee must return to work within the period of time recommended by her physician, unless the employee and Employer mutually agree otherwise. Accrual of benefits and seniority while on maternity leave and reinstatement following return from maternity leave shall be governed by applicable law. An employee shall make use of accrued leave time with pay in conjunction with maternity leave.

14.2 Eligible employees may also take unpaid leave upon adoption of a child or placement of a foster child with an employee. Eligibility for leave and specifics regarding the leave and return to work following its conclusion shall be governed by the federal Family and Medical Leave Act and the Employer's policies and procedures implementing said Act.

ARTICLE 15

Military Leave

15.1 An employee who has successfully completed his or her probationary period and is a member of the organized militia of this State or the organized reserve corps of military forces of the United States shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days per calendar year for attending encampments, training cruises, and similar training programs. This leave time may not be charged against the employee's annual vacation time. A probationary employee who takes military leave shall have the leave time added to the probationary period.

15.2 An employee who returns from annual military training shall be reinstated to his or her previous position following return from leave. An employee called to active duty shall be reinstated according to applicable law following his or her return to work.

ARTICLE 16

Holidays

16.1 The Employer recognizes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- State General Election Day

16.2 If any of the above holidays falls upon a Sunday, the Monday following shall be observed as the holiday. If any of the above holidays falls upon a Saturday, the Friday preceding shall be observed as the holiday.

16.3 An employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off, either on the day preceding or the day following the holiday, or other day scheduled by the employee and Employer.

16.4 If a legal holiday falls during an employee's regularly scheduled vacation, the holiday will not be charged against the employee's accrued vacation time.

16.5 All work performed on a holiday shall be paid at one and one-half (1½) times the regular hourly straight time rate of pay, plus 8 hours holiday pay. During summer operation hours an employee who is scheduled to work will be paid ten (10) hours holiday pay. If you are not scheduled to work then eight (8) hours holiday pay.

ARTICLE 17

Sick Leave

17.1 Employees are eligible to earn sick leave credits from the commencement of employment. However, an employee is not entitled to take paid sick leave until completion of ninety (90) days of continuous employment since his or her last date of hire.

17.2 Sick leave credits shall be credited at the end of each pay period at the rate of twelve (12) working days per year for full time employees. Regular part-time employees earn prorated sick leave credits. Employees do not earn sick leave credits while on a leave without pay status.

17.3 There shall be no limit to the amount of sick leave accumulation.

17.4 An employee who becomes ill or is injured will be paid for all days lost to the extent of his or her accrued sick leave. The Employer may require the employee to furnish a medical leave certificate before approving the sick leave.

17.5 An employee may take sick leave, aside from personal injury or illness, for the following reasons:

- (a) To care for a spouse, parent, or child who has a serious health condition as defined in the federal Family and Medical Leave Act. Eligibility for leave and specifics regarding the leave and return to work following its conclusion shall be governed by the Act and the Employer's policies and procedures which implement its terms.
- (b) Illness, quarantine, injury, or to attend a doctor, dentist or eye appointment.
- (c) Maternity leave.
- (d) Death of a member of the employee's immediate family or, at the Department Head's discretion, another person.

17.6 If an employee becomes ill during his or her vacation, the employee may take sick leave for the duration of his or her illness in lieu of vacation leave, provided that the employee may be required to provide the Employer with a satisfactory written verification of the illness.

17.7 Fraudulent or abusive use of sick leave may result in loss of sick leave pay and may constitute grounds for discharge and forfeiture of the lump sum payment (see section 17.9) otherwise due on termination of employment.

17.8 Use of sick leave which qualifies as leave under the Family and Medical Leave Act (FMLA) will also be treated as FMLA leave and deducted from the employee's entitlement from the fiscal year in which the leave is taken.

17.9 Upon termination of employment, an employee shall receive a lump sum payment equal to one-quarter ($\frac{1}{4}$) of the employee's remaining unused sick leave unless the employee is not entitled thereto as determined by the Employer under subsection 17.7 above. The lump sum payment will not be paid if the employee's termination of employment is for the purpose of him or her accepting another position with the Employer.

17.10 An employee who receives a lump sum payment following termination of employment and who is later employed by the Employer shall not be credited with any sick leave earned during prior period(s) of employment.

17.11 Each employee shall notify the Employer of an illness or inability to report for duty consistent with the policies and procedures established by the Employer for this office.

ARTICLE 18

Health Insurance

18.1 Employees shall be covered by the health benefit plan for the employees of Lincoln County, Montana, now in effect and as it may subsequently be amended by the Employer in its discretion. The amount of premium paid by the Employer and employee shall be determined by the Employer in its discretion, provided that employees covered by the terms of this Agreement shall receive the same amount of Employer payment toward their premium as it pays for employees whose benefits are established by the Employer's Policies and Procedures Handbook.

18.2 The Employer will arrange for initial asbestos health screening for employees who have not already been screened in Libby, Montana. Screening will be conducted by the Center for Asbestos Related Disease (CARD) at its offices in Libby. CARD will be requested to provide a written summary of the results of the initial screening to the Employer and employee. Subsequent screening will be provided by CARD according to its standards, and the scheduling and participation in subsequent screening will be the responsibility of the affected employees. This section 18.2 shall reopen for negotiations at such time that CARD no longer provides the services described above in Libby, Montana.

ARTICLE 19

Vacation Leave

19.1 The employee shall submit the request for vacation leave to the Employer in the form required by the Employer at least five (5) workdays before the scheduled beginning time, provided that the County may designate periods of time when a longer

advance notice is required. Vacations shall be scheduled keeping in mind the best interests of the employee and the best interests of the Employer.

19.2 Full-time employees shall accrue vacation leave credits from the beginning of employment and shall be entitled to take vacation leave with pay after six (6) calendar months of continuous employment. Regular part-time employees shall accrue prorated vacation leave benefits.

19.3 Full-time employees shall accrue vacation leave benefits based on bargaining unit seniority, as follows:

- (a) From one full pay period through ten years of employment, fifteen (15) working days each year.
- (b) From ten years through fifteen years of employment, eighteen (18) working days each year.
- (c) From fifteen years through twenty years of employment, twenty-one (21) working days each year.
- (d) More than twenty years of employment, twenty-four (24) working days each year.

19.4 For the purposes of determining years of employment, an employee shall be credited with one (1) year of employment for each 2080 hours worked. Employees will be credited with hours of service each biweekly pay period. Employees will not earn vacation credits while in a leave without pay status.

19.5 An employee eligible for previous qualifying service for the purpose of vacation leave accrual, pursuant to Montana law or the Employer's policy, shall notify the County's Personnel Office thereof and provide documentation satisfactory to that office in order to permit an increase in vacation accrual rate. No vacation accrual rate

retroactive increase shall be allowed retroactive to the date when complete documentation is submitted to the Auditor's office.

19.6 An employee may accumulate annual vacation leave in an amount not to exceed twice the number of authorized annual vacation leave days according to the years of service as of the first pay period of the next calendar year. Annual leave "earned" in excess of this maximum shall be forfeited if not used by March 31 of the following year.

19.7 Upon termination of employment, an employee shall be compensated for unused vacation days unless disqualified therefrom by the Employer pursuant to Section 2-18-617(2), MCA.

ARTICLE 20

Jury Duty

20.1 An employee on authorized jury duty or witness leave shall receive the employee's normal (scheduled hours only) gross wages if the employee forwards all fees collected for jury duty or witness service to the County's payroll clerk within 3 days of receiving the funds. Any expense or mileage allowance paid by the court shall be retained by the employee if the employee uses his/her personal vehicle.

20.2 An employee who chooses to charge juror or witness time against the employee's annual leave or compensatory time may keep all juror or witness fees paid by the court.

ARTICLE 21

Travel Reimbursement

21.1 Out of county travel will be reimbursed in accordance with the County's policy for mileage, meals and lodging. Appropriate receipts must be furnished upon request by the Employer.

ARTICLE 22

Boot Allowance

22.1 The County will pay employees an annual work boot allowance of \$225.00. This allowance goes into effect on July 1, 2018. The intent of this language is to enable employees working at the County's landfills to purchase and wear protective footwear. The allowance will be paid following presentation of a receipt evidencing the purchase of protective boots. Employees may present a boot preference to the County which will order and pay for the boots. If the annual, individual cost for protective boots exceeds \$225.00 the excess will be paid by the employee(s) who exceed the allowance.

ARTICLE 23

National Training Fund

23.1 The employer agrees to contribute the amount of FIVE CENTS (\$0.05) for each compensable hour to the International Union of Operating Engineers National Training Fund. All payments for the Central Pension Fund shall be forwarded to the following address:

**MONTANA OE-CI TRUST FUNDS
C/O FIRST INTERSTATE BANK
P.O. BOX 31278
BILLINGS, MONTANA 59116**

ARTICLE 24

No Strike - No Lockout

There shall be no strikes, lockouts, or slowdowns during the terms of this Agreement. representative. Employees may authorize a Union representative to review their file in

ARTICLE 25

Employee Records

Employees shall have the right to review all materials in their personnel file upon reasonable request during regular business hours in the presence of an Employer the presence of the Employer's representative upon submission of a written authorization to the Employer.

ARTICLE 26

UNION PENSION

Pursuant to the terms of a separate Letter of Agreement between the Employer and Union, bargaining unit employees and the Union may agree that the Employer forward to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers a designated sum of money. The money that is to be forwarded to the Central Pension Fund shall be deducted from the wages set forth in this Exhibit. Employees must sign the authorizations necessary to permit the Employer to forward payment to the Central Pension Fund.

All payments for the Central Pension Fund shall be forwarded to the following
address:

**MONTANA OE-CI TRUST FUNDS
C/O FIRST INTERSTATE BANK
P.O. BOX 31278
BILLINGS, MONTANA 59116**

The Union shall notify the Employer of changes in the amount of money to be forwarded to the Central Pension Fund, the mailing address for the Fund, or reporting forms required by the Fund.

ARTICLE 27

Savings Clause

In the event that any portion of this Agreement is invalidated by the passage of legislation or the final decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Union and Employer agree to commence negotiations following the act of invalidation in an effort to correct the affected portions of the Agreement.

ARTICLE 28

Termination

This Agreement shall be effective as of the day and year first above written, and shall continue in effect through the 30th day of June 2024. The Agreement shall automatically renew from year to year thereafter unless either party hereto shall give to the other written notice of its desire to modify or terminate this Agreement.

Notification must be given at least sixty (60) days prior to the expiration date, and upon giving notification this Agreement shall terminate on the anniversary date next occurring after said notice. It is understood and agreed that this Agreement may be opened at any time if both parties agree thereto in writing.

Effective July 1, 2016, employees will be paid as set forth in Exhibit A.

Effective July 1, 2022, the pay rate(s) shown on Exhibit A will be increased in the same manner as pay is increased, if at all, across the board for other employees of the County. That is, if the pay for other employees is increased across the board by 2% (i.e. a cost of living adjustment) the pay rates shown on Exhibit A for fiscal year 2020 will be increased 2%. Market or other increases to one or more employees of the County that are not given to all employees will not be considered. Pay rate increase for fiscal year 2022 and 2023 will become effective at the same time as across the board increases for other employees of the County.

IN WITNESS WHEREOF, the Employer and Union have hereunto passed this Agreement to be executed by their duly authorized representatives on the day and year first above written.

“UNION”

“EMPLOYER”

Title: _____

Title: _____

Date: _____, 2022

Date: _____, 2022