MASTER LABOR AGREEMENT

This Agreement is made and entered into by and between the County of Silver Bow, Montana, through its duly qualified and acting Board of County Commissioners, hereafter referred to as the "County", and the employees of Silver Bow General Hospital and Silver Bow General Hospital Annex, hereafter referred to both singularly and collectively as the "Hospital", thru their respective bargaining agents so indicated by separate attachment, hereafter referred to as the "Agent".

Whereas the parties hereto have reached an agreement concerning standards of hours of labor, scales of wages, and other terms and conditions of employment as a result of collective bargaining, and whereas the parties hereto recognizes the necessity of entering into an agreement for the purpose of facilitating a peaceful adjustment of differences which may arise from time to time.

NOW, THEREFORE, in consideration of the mutual benefits to the respective parties, it is agreed as follows:

ARTICLE I
DEFINITIONS

Section 1. Specific Definitions

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 the Supplement. 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 "county employee" shall mean any individual or individuals whose employment is limited in duration to not more than three (3) consecutive months.

c. The term "county seniority" shall mean the length of continuous service with the County and shall include periods of service outside the bargaining unit.

d. The term "classification seniority" shall mean the length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification.

e. 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 by Article XIII Section 5 of this Agreement.

Section 2. The County may clarify additional definitions upon the Unit Supplement as necessary to clarify items of specific interest.

ARTICLE II
RECOGNITION
Section 1. Pursuant to, and in conformity with, the respective orders of Unit Determinations, the County recognizes the Agents as the exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other conditions of employment for all employees, save those properly excluded by law, in the Hospital.

Section 2. The bargaining unit shall be defined by separate supplement to this Master Agreement, and incorporated by reference, indicating the respective bargaining agent and the employees so represented.

Section 3. In order to insure tranquility within the bargaining units, it is agreed that the County shall not enter into any agreement or negotiations regarding wages, hours, terms or conditions of employment within the respective bargaining units, without the authorization of the Agent or Agents of the Units effected. This shall not however, restrict the County from contracting or otherwise providing for management consulting services, time studies, or any other action designed to enhance or promote better medical services, manpower utilization, more efficient business methods, or the promotion of the general welfare of the patients or employees alike. The County is further relieved of any obligation in regards to this section, in receiving and responding to any lawful orders of decertification of a bargaining unit issued by a competent authority so designated to do so.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The County 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 the operation of the Hospital 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 the County include, but are not limited to:

a. The full and exclusive control of the management of the Hospital, 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 IV

LABOR'S RIGHTS

Section 1. The County agrees to provide a bulletin board sufficient in size, to accomodate the needs of all the respective Agents in a place normally frequented by all employees. The Agents shall not be restricted in the type of material to be posted except in such cases as good taste or the 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 Agent shall be conducted by the employees during their non-duty hours. It is agreed however, that when said business is of mutual benefit to the County and the employees, said business shall be conducted on the Counties time. Said business shall include, but not be limited to, training or workshops, grievance administration, joint employee employer committies, and contract negotiations or modifications. In the case of contract negotiations or modifications, it is mutually agreed that only members of the bargaining team and one observer from each Unit shall be excused under the terms of this Section.

Section 3. The County 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. The County shall permit an authorized representative of the Agent to visit the work area of the employees during working hours and confer on employment relations matters to the extent that such activities do not disrupt the work activities or patient care of the department.

Section 5. The Agent, Agents or committies of said individuals, shall be allowed the use of meeting space within the hospital proper when such space is available and said meetings would not disrupt the work activities of the County.

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. Said deductions shall be on a volantary basis on a form provided by the County with the exception that, the Agent's dues shall be a mandatory deduction.

ARTICLE V

NO STRIKE - NO LOCKOUT GUARANTEE

Section 1. Under no circumstances shall the Agent, 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 action against or any interference with the operations of the Hospital 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 County, the Agent or Agents 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 Agent or Agents 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 County, 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 County however, in reducing the amount of work as a result of adverse economic developments, changes in Federal or State regulations, as they pertain to the Hospital environment, or a reduction in the long term patient load.

Section 4. In the event of any such action, as described in Section 3 above, and on notice from the Agent or Agents 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 action 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 County or the Agent or Agents 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 VI

NON DISCRIMINATION

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

Section 2. The County and the Agent agree that there will be no discrimination in the application of this Agreement because of race, sex, 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. The County 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 Agent.

ARTICLE VII

AGENT SECURITY

Section 1. It shall be a condition of employment that all employees covered by this Agreement who are on the Hospital 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 the said labor organization in good stand-
ing. It shall also be a condition of employment that all employees covered by this Agreement who are not now members of the said labor organization and all new employees covered by this Agreement shall be required to become and remain members of the 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 Agent notify the County that any person within their respective bargaining unit is not in good standing, it shall be obligatory upon the County to remove said employee from the job not later than the third (3rd) day following receipt of such notice. The Agent 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 Agent's labor organization.

Section 3. Said notice to the County from the Agent shall be made under the Agent'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 VIII

DUES CHECK-OFF

Section 1. During the life of this Agreement and to the extent the laws of the State of Montana permit, the County will deduct one months current uniform and periodic dues from the pay of each employee. The cost of said deduction shall be born by the County.

Section 2. Payroll deductions shall be made only from the pay due employees on the last pay day 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 Agent has been delivered to the County at a place designated by the County at least thirty (30) calendar days prior to the last pay day of the calendar month. Changes in the amount of the monthly membership dues must be delivered to the County at least thirty (30) calendar days prior to the last pay day of the calendar month before the change will become effective.

Section 3. All sums deducted by the County shall be remitted to the financial secretary of the Agent, at an address given to the County by the Agent, 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. The County shall not be liable to the Agent 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 Agent shall indemnify and save the County 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 IX

WORK SCHEDULES
Section 1. The normal schedule of work for a Hospital employee shall be eight (8) 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 Agent. When an employee's normal schedule of work is changed, it shall be for not less than five (5) work days.

Section 2. Lunch periods shall be scheduled as to time and duration by the County, but in all cases it shall not exceed thirty (30) minutes in length. Furthermore it is agreed, that said lunch period shall be subject to recall of the employee for a medical emergency or unforeseen event within the Hospital. To facilitate the recall, if necessary, it is agreed that the employee shall not leave the Hospital proper or sequester themselves in such a manner as to place themselves in a position of not responding to the public address system.

Section 3. Rest Period.

a. There normally will be a rest period which shall be taken at a time determined by the County. 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 Agent 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. The County 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. The County's consideration shall be predicated upon the medical safety of patients and the objectionableness to fellow employees.

ARTICLE X

CLASSIFICATIONS AND WAGES

Section 1. Wages shall be paid in accordance with the wage schedule as set forth in the respective Unit Supplement, provided however an employee assigned to a classification will progress from one step to the next only if his or her performance is satisfactory. An employee's performance will be presumed satisfactory unless he or she is notified to the contrary in writing by the County. Said notice shall be in the form of an "employee performance evaluation form" which shall be generated in accordance with the County's administrative procedure.

Section 2. The entry rate, as indicated upon the Unit Supplement, may not be the actual rate of pay for the employee. It is mutually agreed that any and all wages negotiated hereunder, shall spend without restriction, and the Agent, through what ever legal process necessary, may divert a portion of the hourly rate of pay to a supplemental health and welfare and or pension plan. The Agent shall be responsible for indicating the amount of diversion.

Section 3. Classification Change.

a. When an employee is promoted, his or her hourly rate or salary, shall be the starting rate for the classification or the top step for the class-
ification, whichever rate is next higher to his or her own.

b. When an employee is transferred from one classification to another classification in the same pay grade, his or her hourly rate or salary shall remain the same. If he or she is not at the top of rate progression, he or she will continue to progress as if he or she had not been transferred.

c. When an employee is transferred to a classification in a lower pay grade, his or her hourly rate or salary shall be the top step of the lower pay grade.

d. When an employee is transferred on a temporary basis to a classification in a higher pay grade for four (4) or more hours in an eight (8) hour shift, his or her hourly rate during the period of his or her transfer shall be the starting rate for that classification or the top step for that classification, whichever rate is next higher to his or her own.

e. When an employee is transferred on a temporary basis to a classification in a lower pay grade, his or her hourly rate or salary shall be maintained.

Section 4. Employment Classifications

a. It is mutually agreeded that in order to properly outline the duties and responsibilities of an employee, the County shall establish and maintain employment classifications for each position within the Hospital.

b. In the case where no classification exists, or a classification now exists that does not reflect the local custom, practice, or conditions, the County shall submit any and all proposed changes to the employee’s Agent for comment and consideration.

c. In the event of a reclassification, the effected employee shall have the right to appeal the decision of the County.

Section 5. In order that the County may remain in a competitive position in the labor market, the County may, at its option, hire or advance present employees to a rate of pay commensurate with their experience. Advancement shall be on a month for month basis or less at the discretion of the County. An employee advanced to a higher level of pay than otherwise entitled to by longevity, if applicable, shall receive an average or above rating on the next employee evaluation form. In the event that said employee fails to achieve said rating, the employee shall be reduced to a level of longevity in keeping with his or her performance.

ARTICLE XI

PREMIUM PAY

Section 1. Classification Premiums

a. The County shall establish, by separate section upon the Unit Supplement, such additional compensation as may be necessary to recognize experience, education, extra hazard, or special skills.

b. Such compensation shall be rolled into the per hour base rate of pay for the employee on an as worked basis. Said roll in shall be for the computing of overtime or the total pay due for the work day.
c. In order that an employee may qualify for such classification premiums, said employee shall be required to work in the qualifying area for a minimum of three (3) or more consecutive hours.

Section 2. Overtime Provisions

a. Overtime Premium.

1. An overtime premium computed at one and one half (1½) times the employee's hourly rate of pay will be paid for time: (a) in excess of eight (8) consecutive hours in a day or (b) in excess of forty (40) hours, but less than forty-eight (48) hours in a seven (7) consecutive day period.

2. An overtime premium computed at two and one half (2½) times the employee's hourly rate of pay will be paid for time: (a) in excess of forty-eight (48) hours in a seven (7) consecutive day period or (b) for any work performed upon a holiday.

3. 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 been earned.

4. In calculating the eight (8) and forty (40) hours to determine when the overtime premium is payable, (a) time when actual work is performed and (b) 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.

5. The overtime premium shall not be pyramided, compounded or paid twice for the same time paid.

b. 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.

c. Distribution.

1. Overtime within seniority groups as defined in Article I 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.

2. It shall not be considered practicable: (a) if an employee has performed the available work unsatisfactorily or inefficiently on a previous occasion or (b) 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 the County 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.

d. Accounting Method

1. A master roster shall be maintained by the respective department showing in a rank order fashion, the number of hours worked by each employee and job specialty for those desiring overtime.

2. 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.

3. New employees, employees returning from a leave of absence or
layoff, employees transferred into a new unit of distribution or into another classification in the same unit of distribution 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.

e. Overtime shall be offered to the employee who has the least number of hours for that respective classification unless it be considered un-practicable 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 the highest.

f. 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 the execution date of this Agreement.

Section 3. Shift Premium.

a. A shift premium of eleven (11) cents per hour worked shall be paid to each employee who starts work on or after 2:00 P.M. and before 10:29 P.M.

b. A shift premium of fifteen (15) cents per hour worked shall be paid to each employee who starts work on or after 10:30 P.M. and before 4:00 A.M.

c. An employee who works beyond his scheduled hours shall continue to receive the shift premium, if any, determined by his or her starting time, except if said employee works a full eight (8) hour shift, said employee shall be paid the shift premium for that shift, or the shift premium for the employees' first eight (8) hours, whichever premium is greater.

Section 4. Longevity Premium.

a. The County shall pay a premium based upon total continuous longevity per hour worked. Said premium shall be outlined upon the Unit Supplement and shall be paid each six (6) months to a maximum of sixty (60) months.

Section 5. The shift and longevity premiums shall be the only premiums eligible to be included in the base pay of an employee for the purposes of calculating vacation pay.

Section 6. On Call Pay.

a. Those employees scheduled by their departments as "on call employees" shall receive sixty cents (60¢) per hour for all employees so scheduled.

b. In the event that said employee is called to work, the provisions of Article XII shall apply for that period of work, and the provisions of Section 6(a) above, shall be suspended until such time as the employee returns to "on call" status.

ARTICLE XII
CALL BACK PAY

Section 1. Whenever an employee who returns to work because of a call back to work after that employee has left the Hospital premises upon completion of the
employees' assigned schedule of work shall receive the overtime premium as set forth in Section 2 of Article XI for the time worked and shall be paid a minimum of two (2) hours. This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, provided the County permits him or her to work his or her scheduled hours of work for that day. To the extent that an employee is paid the overtime premium pursuant to this Article, the employee shall not be paid an overtime premium under Section 2 of Article XI for the same time worked.

Section 2. All time worked as a result of application of this Article shall be charged and maintained in the overtime record as set forth in Section 2 (d) of Article XI.

ARTICLE XIII

SENIORITY

Section 1. The County shall prepare and maintain seniority lists by classification which will show the names, classification title, County seniority, and classification seniority for all non probationary employees. The Agent or his authorized representative shall be given a copy of said list and any changes thereto within five (5) working days of knowledge of the changes by the County.

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 Agent notifies the County to the contrary in writing. The County 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. An employee promoted from one classification to a higher classification shall retain his or her seniority in the lower classification for a period of thirty (30) days after said promotion. In the event that said employee does not complete the required probationary period within the thirty (30) day period, or elects to return to the old classification, said employee may revert to the old classification that the employee just came from without a loss of seniority.

Section 4. Nothing in Section 3 above, shall prevent the County from extending the stated thirty (30) day period an additional sixty (60) days when, in the Counties judgement, said employee is deemed marginal or unsatisfactory.

Section 5. Loss Of Seniority.

a. An employee shall loose status as an employee and seniority if:

1. The 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, or;
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 County, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE XIV
PROBATIONARY EMPLOYEES

Section 1. An employee is a probationary employee for the first ninety (90) days of employment. Periods of absence from work shall not be counted towards completion of the probationary period.

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. A probationary employee shall have no seniority, except County seniority until said employee has completed the probationary period. Upon completion of said probationary period, the employee shall acquire classification seniority and be entered on the seniority list with the respective classification seniority date.

Section 4. An employee who has a continuous period of temporary employment counted towards completion of the probationary period will acquire seniority from the date said employee began a continuous period of temporary employment.

ARTICLE XV

LAYOFF AND RECALL PROCEDURES

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

a. Lay offs shall be by and from each classification within each seniority group;
b. Probationary employees in an effected classification within a seniority group shall be laid off first;
c. Then an employee with the last classification seniority in an effected classification within the employees' seniority group shall be laid off, provided that the employees remaining in the classification have the ability to perform competently the work available.

Section 2. The County may transfer an employee who is laid off or is to be laid off, to another classification in the employees' seniority group or to any classification in another seniority group, 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 a classification or seniority group from which he or she was transferred, conditioned upon said employees' ability to perform the work competently.

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

Section 5. When the work force is re-allocated among seniority groups, as distinguished from a transfer to another seniority group as a result of the application of this Article, the employee with the least classification seniority shall be transferred, conditioned upon the ability to perform the work competently.
ARTICLE XVI

SICK PAY

Section 1. An employee shall earn eight (8) hours credit for each one (1) month of continuous employment with the County. Such limitations 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. Terminating employees, who have worked more than ninety (90) days, are entitled to a lump sum payment equal to one fourth (1/4th) value of the accumulated sick leave credits earned after July 1, 1971. The payment shall be computed at the employees' salary at date of termination. In the event that a terminating employee is later reemployed by the County, said employee shall not be entitled to any sick leave credits for which said employee has been previously compensated.

Section 4. The falsification of any sick leave certificate or the abuse of the sick leave provisions of this Article shall be cause for dismissal and forfeiture of the lump sum payment as provided for in Section 3 above.

Section 5. 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 County. 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 6. The County 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 (1/8th) of all employees of the Hospital absent, due to illness, on the day(s) in which claim is made for credit.

Section 7. The provisions of this Article shall extend to appointments with dentists, chiropractors, optometrists, MDs, 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 Hospital Administration and the availability of employees to assume the responsibilities of the absent employee.

Section 8. 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 Workmen's Compensation Plan of the State of Montana. In the event that said illness or injury is subsequently claimed under the provisions of the Workmen's 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.

ARTICLE XVII

HOLIDAYS

Section 1. The following holidays will be observed on the calendar day on which each falls, except on the third (3rd) shift, which shall celebrate said holiday on the eve of the said day:
a. New Years Day  
b. Memorial Day  
c. Independence Day (4th of July)  
d. Labor Day  
e. Thanksgiving Day  
f. Christmas Day  
g. Columbus Day  
h. Veterans Day  
i. Lincoln's Birthday  
j. Washington's Birthday  
k. General Election Day

Section 2. Each full time employee, other than an employee on layoff or any leave of absence, shall receive eight (8) hours pay at the employees hourly rate plus shift premium, if applicable, for the holiday, provided the employee meets the following eligibility requirements: The employee works the last scheduled work day prior to and the first scheduled work day following the holiday, unless the employees failure to work on either or both such days is excused because of (a) personal sickness or injury as provided in Article XVI, 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 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 and shift premium and or classification premiums, if applicable. To the extent that time worked is paid pursuant to this Section, it shall not be paid under Article XI Section 2 et al for the same time worked.

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 employees failure to work is excused because of (a) personal sickness or injury as provided in Article XVI, 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 the County is operating a twenty-four (24) hour and seven (7) day a week operation engaged in the care of the sick and injured. As such, not all holidays shall be given off with pay as a result of the nature of the emergency work. Accordingly, the County agrees to provide days off, in accordance with the provisions of this Article, when staffing will permit.

ARTICLE XVIII

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 County on a departmental basis and by classification with due consideration given to an employee's wishes as to time and duration in accordance with the following procedure:

a. Each department shall post any limitations concerning the scheduling of vacations;

b. On January 2 of each subsequent year, or as soon thereafter as possible, each department 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 or 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 of that time so remaining shall be scheduled for vacation.

d. Upon the completion of the first request list, the list shall be circulated a second time under the provisions stated in Section 2(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 of Section 2(c) and (d) 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. Vacation which are not scheduled in accordance with Section 2 above, may be granted by the County, 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 (ie without taking actual time off from work) only after completion of said employees 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 plus shift premium, if applicable.

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

Section 8. 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 9. This Article shall be in accordance with the provisions of law of the State of Montana together with any additions, deletions, or amendments thereto.

ARTICLE XIX

LEAVES OF ABSENCES

Section 1. Funeral Leave. Funeral leave shall be charged against sick leave to the extent that said leave does not exceed ten (10) days.

a. An employee who is a member of the armed forces or national guard and who loses time from work during the normal schedule of work to participate in annual military training, or for service required as a result of civil disorder or other temporary emergency, shall be granted an excused absence from work not to exceed fifteen (15) working days in any one calendar year.

b. Employees shall be paid for the time lost at the employees hourly rate of pay plus shift premium, if applicable, and shall be offset against the base pay received from the military or national guard.

c. Except as otherwise provided in this Agreement, such service shall be considered time worked.

d. The employee shall furnish the County with one copy of said employee's travel and or "muster" orders which shall serve as evidence of said service in a military exercise.

e. If an employee receives vacation pay during a period of training or service, the employee shall not be eligible for the pay provided by this Section for the period of time for which he or she received vacation pay.

Section 3. Extended Military Duty.

a. An employee entering the military service, after completion of the probationary period, shall be granted a leave of absence without pay for the period of active duty plus thirty-one (31) days, provided that said service was honorably terminated. Evidence of said service shall be provided by the employee showing actual dates of military duty.

b. The County shall be obligated to place the employee back upon the payroll, provided the requirements of sub section (a) above applies, in the same position held by the employee prior to the leave of absence. In the event that the classification no longer exists, the County shall place said employee in a position that said employee may be qualified to do without regard to existing hiring policy.

c. County seniority for those employees covered under this Section shall be held in abance during the leave of absence. Classification seniority shall be held in abance for only twelve (12) months and shall expire thereafter.

Section 4. Medical Leave of Absence.

a. Disability

1. Subject to, and consistant with, the Counties Disability Plan, an employee who qualifies for disability benefits will be granted a leave of absence for a period not to exceed four (4) years. County seniority shall accrue during said four (4) year period however, classification seniority shall be held in abance during said period.

b. Maternity.

1. An employee who becomes pregnant during the course of employment shall be required to furnish medical evidence of suitability of employment by the sixth (6th) month of pregnancy.

2. Said evidence of suitability shall be attested to by a physician indicating the remaining number of months employment and any and all work limitations or restrictions emposed upon the employee. The Agent
and or employee shall indemnify and save the County harmless from any liability resulting from any and all claims, demands, suits, or any other action arising from a spontaneous abortion when said employee is employed under said limitations. Further, the County shall not require, as a condition of continued employment, the enforcement of work conditions in excess of, or in violation of, the medical restrictions placed upon said pregnant employee.

3. An employee qualifying under the maternity subsection, may apply and receive a leave of absence without pay for a period not to exceed nine (9) months. County and classification seniority shall be held in abeyance during said leave and shall not accrue.

c. An employee in order to be eligible to return to active employment from a medical leave of absence must provide a statement from the employee's physician releasing the employee to return to work. The County, at its option and without expense to the employee, may require that a physician of its choosing examine the employee before returning said employee to active employment.

Section 5. Education.

a. An employee may request and be granted up to eighteen (18) months leave of absence without pay for the purposes of education at an accredited junior college, college, or university. County and classification seniority shall be held in abeyance during said leave and shall not accrue.

b. Nothing within this Section shall prevent or otherwise restrict the County from paying a portion or all education expenses, together with the employee's base hourly rate of pay, at the Counties option, education related to the employees present classification. In such cases, both County and classification seniority shall accrue. Restrictions relative to this subsection shall be consistent with administrative policy covering paid educational expenses.

Section 6. Union Office.

a. An employee who is elected or appointed to a full time office in the Agents organization or its parent organization, upon written request from the Agent, shall be granted a leave of absence without pay for not more than one (1) year. County and classification seniority shall be held in abeyance and shall not accrue.

Section 7. General Conditions.

a. An employee returning from a leave of absence, except as otherwise provided for in this Agreement, will be placed in said employees former classification at the same step, unless circumstances have so changed as to make it impossible or unreasonable to do so.

b. During a leave of absence, an employee will not accrue vacation nor be eligible for any payments for time off work provided by this Agreement, except as otherwise provided for in this Agreement.

c. Subject to, and consistent with, the Group Health Insurance Plan, coverage may be continued during a leave of absence provided direct payment of the total premium is made through the County. The total premium shall be defined as that combination of contributions by the County and the employee that make up the whole amount required by the insurance carrier to enroll the employee in the health plan for the option selected.

d. Any employee who obtains a leave of absence under false pretense or
uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

ARTICLE XX

GROUP INSURANCE PLAN

Section 1. Thirty (30) days following the adoption or renewal of this agreement and yearly thereafter, the employees shall elect one (1) individual per bargaining unit for the purposes of selecting, reviewing, and or modifying the existing Group Insurance Plan. The County shall have the right to select two (2) members.

Section 2. The selected individuals shall sit as a review committee and shall make any and all judgments that may be necessary in order that a total of at least three (3) insurance carriers plans may be offered to the employees of the County as a whole. Decisions shall be by majority rule.

Section 3. Individuals so designated as committee representatives shall be excused from work and shall not suffer any loss of pay.

Section 4. The decisions upon what combination of coverages or the inclusion of additional Group insurance benefits, shall not be restricted by the County.

Section 5. The committee, after due deliberation, shall offer at least three (3) different insurance carriers together with any supplemental benefit schedules, to the employees of the County as a whole. Each employee of the County, shall have the right to exercise his or her choice by secret ballot. The results of said election shall be final and binding upon all bargaining units participating in said election.

Section 6. The County shall contribute up to a fixed sum toward the maintenance of a Group Insurance Plan. In the event that a plan or combination of plans and or options is selected by the employees that exceeds the contribution rate of the County, the respective employee shall be responsible for the payment of the overage. The Counties contribution rate shall be detailed upon the Agent supplement to this agreement.

Section 7. National Health Insurance Plan

a. In the event that the County becomes subject to any Federal laws, regulations, or rules which require or allow the County to participate in a national health plan, the County and all Agents 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 available shall not be duplicated, the costs shall not be in excess of the Counties contribution rate, and in the event of a surplus of funds, said surplus shall not be diverted to wages.

c. In the event that the Federal health plan substantially conforms to the employee plan, which will be chosen at a later date in accordance with the provisions of this Article, no renegotiations shall be necessary.

ARTICLE XXI
DISABILITY PLAN

Section 1. The disability plan shall be provided by the County without expense to the employee. It may be amended, but not eliminated by the County during the term of this Agreement.

Section 2. In order to qualify for benefits under this Article, an employee must have suffered an employment connected injury as determined by the Workmans Compensation Division of the State of Montana.

Section 3. The Counties cash contribution, over and above the monthly award of the Workmans Compensation Division, shall not be greater than that amount necessary to maintain the injured employee at eighty (80) percent of said employee's base rate of pay. The monthly rate of pay is that hourly rate times 2080 divided by twelve (12) minus any and all premiums.

Section 4. In the event that cash benefits are received from other sources, the disability contribution as set forth in Section 3 above, shall be adjusted so that the contribution of the County, together with the other sources of disability income, shall not exceed the eighty percent (80%) ceiling established in Section 3 above.

Section 5. The County shall be exempt from the provisions of this Article in the event that the employee has committed fraud in obtaining benefits under the provisions of this Plan, or fails to apply for or accept any and all benefits provided by law for disability, or is found to be gainfully employed.

Section 6. The Counties continued participation in a compensation plan shall be further contingent upon the employee accepting occupational and or physical therapy in an effort, where possible, to return the said employee to the employment market.

Section 7. All liability for continued participation by the County shall terminate upon the termination of benefits by the State of Montana under the Workmans Compensation Program.

Section 8. The County shall include a cost of living escalator provision with this Plan consistent with the Cost of Living provisions within this Agreement.

ARTICLE XXII

RETIREMENT PLAN

Section 1. The retirement program shall be as provided by the State of Montana thru the Public Employees Retirement System. Nothing however shall restrict the County or the Agent from establishing a supplemental program with contributions being paid by either the County, the Agent, or the employee in total or in part.

Section 2. Specific terms, if any, shall be detailed on the respective Unit Supplement to this Agreement.

ARTICLE XXIII

LONGEVITY

Section 1. An employee shall be eligible for a longevity raise, if so indicated upon the Unit Supplement, in pay each six (6) months of continuous employment up to a maximum of sixty (60) months. Said step raise shall be "folded" in-
to the base rate of pay and shall establish a new floor.

Section 2. The County reserves the right to withhold a longevity raise on the basis of poor or marginal performance. Poor or marginal performance shall be defined as such performance as would fall below the "average" employee. Notice of poor or marginal performance shall be called to the attention of the employee on an "employee performance evaluation" form. It is agreed that said performance form shall be a fit and proper subject for a grievance by the employee.

Section 3. Specific terms of the monitory values assigned to the longevity clause shall be detailed upon the Unit Supplement attached to this Agreement.

ARTICLE XXIV

SAFETY

Section 1. The County 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.

Section 2. The County 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 County further agrees to implement further amendments to this Act as they might apply to the public sector or the Hospital in particular.

Section 3. Safety Committee.

a. The County shall establish a safety committee for the purposes of reviewing the operation and or physical plant of the Hospital. Such review shall be confined to matters of safety and or the hazards presented to the employees of the Hospital. The collective decision of this committee shall be advisory upon the County.

b. Each Agent shall appoint one (1) employee as a member and the County shall appoint two (2) members as committee persons.

Section 4. When an employee alleges that an unsafe condition exists and is not corrected by the employee's immediate supervisor, the immediate supervisor or the employee shall promptly notify a member of the Safety Committee who will promptly investigate the situation and determine what action is to be taken.

Section 5. 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 County to provide transportation to a place of examination and or treatment.

b. The injured employee shall be paid at said employees 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 treatment, unless on doctors 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.
Section 6. New employees shall, as a condition of employment, be required to take a physical examination, provided by the County at no charge to said employee, and submit to a chest X-ray, Bio-chem surveys and or routine laboratory tests. The results of the examination and laboratory tests, shall be used only as an indication of the applicants fitness to assume the responsibilities of the job, and shall be held in the strictest confidence.

Section 7. Chest X-ray, Bio-chem surveys and or routine tests shall be provided by the County without cost, to each employee yearly on or about the annual date of employment.

ARTICLE XXV

DISCIPLINE

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

Section 2. The County 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 County shall provide upon request, a written notification of any disciplinary action taken by the County against an Agent member. The Agent shall have the right to meet and confer upon the subject of the discipline.

ARTICLE XXVI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any and all matters concerning the interpretation of this Agreement, terms and conditions of employment, discipline and discharge, safety, promotion and or demotion, and discrimination shall be deemed fit and proper for inclusion in this Article.

Section 2. No employee shall be discriminated against, disciplined, or otherwise harrassed for processing a grievance. The Agents agree that the grievance and arbitration procedure is a just vehicle for determining and rectifying unjust situations. As such, the Agents agree that the process shall be used for its intended purposes and shall not be used to vex, annoy, hamper, impede, or otherwise harass the County.

Section 3. The Agent agrees that this Article constitutes the administrative procedure for the processing of any grievance. Failure of the employee to follow said procedure as outlined herein, shall cause the grievance to be forfeited and forever abandoned. Time being of the essence in the matter of a disciplinary suspension or discharge, the matter is exempted from the requirements of administrative procedure and shall proceed directly to arbitration at the option of the petitioner(s).

Section 4. A grievance is defined as disagreement, arising under and during the term of this Agreement, between the County and the employee concerning the category of items as outlined in Section 1 above.

Section 5. Said grievance shall be submitted only by the aggrieved employee in accordance with the provisions outlined herein. In the event that the circumstances
are common to or the remedies desired relate to more than one employee, the Agent may act and process a group appeal in the place of any one specific employee. Nothing within this Section shall prevent the Agent from initiating a grievance in their own name or the aggrieved party.

Section 6. Procedure.

a. Grievances shall be termed formal or informal, and shall be initiated in accordance with the procedures contained herein. Nothing shall restrict the employee from deciding the method of proceeding in the matter or the method of presenting his or her case, except as otherwise provided herein.

b. Informal Grievance.

1. A grievance shall be termed informal if it is processed orally between the aggrieved employee and the employee's immediate supervisor.

2. The aggrieved employee's supervisor shall have three (3) working days to render a decision or take corrective action as the case may dictate.

3. In the event that the employee is not satisfied with the decision or the results of the supervisor, the aggrieved employee shall file a formal grievance in accordance with the procedures contained herein.

c. Formal Grievance.

1. A grievance shall be termed formal if it is processed in a written form.

2. The aggrieved employee shall document the allegations and or facts upon a form provided by the County. Said form shall be presented to the aggrieved employee's supervisor for action. Said supervisor shall have up to five (5) working days to consider the merits of the claim. Within the five (5) day period, the supervisor shall deliver to the aggrieved employee a written answer to the complaint.

3. In the event that the supervisor is unable or unwilling to act, or in the event that the aggrieved employee is not in agreement with the supervisors findings, said grievance shall proceed to the next higher level of supervision. The aggrieved employee shall have three (3) working days in which to process the grievance to this next level. The next higher level of supervision shall have the same five (5) day limit and shall render a decision within the terms as outlined herein.

4. In the event that this level of authority is unable or unwilling to act, or in the event that the aggrieved employee is not in agreement with the findings, said grievance shall proceed to the next higher level of supervision and so on until the matter is resolved or is before the Board of Commissioners of Silver Bow County. In each case the five (5) and three (3) day restriction shall be in full effect and force.

5. In the event that the Board of Commissioners of Silver Bow County is unable or unwilling to resolve the matter, or the employee or the petitioning Agent may disagree with the findings, upon the option of the petitioning party, may request arbitration. Said decision shall be made by the petitioner within five (5) days of notification of the decision by the Board of County Commissioners of Silver Bow County or the lack of action of said Board. The Board of County Commissioners of Silver Bow County shall be restricted to the same time limits as the subordinate levels of management.
Section 7. Arbitration.

a. It is mutually agreed by the County and the parties to this Agreement that they shall agree to appoint a board of arbitration to hear and resolve matters originating within the jurisdiction of the grievance procedure. Said decision of the panel of arbitration shall be final and binding upon the County and the petitioner(s).

b. Upon the need for arbitration, the County and the petitioner(s) shall each select one local distinguished impartial individual to serve on the panel. The two selected parties shall meet and confer to select a third local distinguished impartial individual who shall assume the chairpersonship of the panel. The total selection process shall be accomplished no later than ten (10) days after notification to either party of the need for arbitration.

c. Any and all legitimate expenses shall be honored and paid promptly on a share basis by the County and the petitioner(s). Such expenses shall include a fee of $35.00 per meeting per member, telephone calls, postage, and any mutually agreed upon expense.

d. Terms and Conditions

1. Every grievance submitted to arbitration for decision shall be subject to the following terms and conditions.

2. At the time of the hearing(s) both the County and the petitioner(s) shall have the right to examine and cross examine witnesses.

3. Hearings shall be tape recorded for transcript purposes.

4. Both the petitioner(s) and respondent(s) shall be represented by council by mutual option.

5. At the close of the hearing(s) the parties thereto shall be given the opportunity to furnish post hearing briefs and recommended instructions.

6. The arbitration panel shall not have the authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.

7. The arbitration panel shall have the authority to summon witnesses and subpoena any and all documents, records, letters, and any other material fact necessary in determining the facts of the case.

8. Any and all witnesses appearing that are employees of the County shall not loose time or pay as a result of their appearance.

9. The code of civil procedure and the rules of evidence shall prevail throughout the hearings.

10. After the announcement of a decision by the arbitration board, all parties shall have five (5) days to implement the findings of said panel, with the exception of disciplinary suspensions and terminations, in which case, said orders shall be implemented immediately.

ARTICLE XXVII

CONFERENCES
Section 1. At the request of the Agent or the County, 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 XXVIII

MISCELLANEOUS

Section 1. The County and the Agent recognize that there is a certain amount of overlap in work performed by employees in the bargaining unit of one Agent and the bargaining unit of another Agent and students. It is not the intent of the County that this overlap adversely affect any employee.

Section 2. 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 is shall not be to the extent that an employee is displaced nor more than what the situation calls for.

Section 3. Partime 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 4. In order to maintain proper identity in accordance with Hospital policy, the employee shall wear a uniform of distinctive color. The color of said uniform shall be determined by the County.

Section 5. The County shall provide any employee, who is required to be "on call", paging equipment and service for same. Cost of said service shall be the responsibility of the County. Responsibility for loss or damage to furnished equipment, shall be the responsibility of the employee.

Section 6. The County and the Agent acknowledges that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Agent for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

Section 7. 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 and shall be contingent upon a "low census".

Section 8. It shall be permissible for an employee to arrange for another Hospital employee to work in said employees place. Such rearrangement shall first be authorized by the Director of Nursing and shall not be for more than two (2) consecutive work days.

Section 9. The past practice of employer supplied meals shall be terminated as of the signing of this Agreement or at a later date to be determined by the County.

Section 10. The birthday of the employee shall be celebrated by giving the respective day off with pay plus shift premium, if applicable. This shall be con-
fined however to the normal work week of the employee. It shall be the responsibility of the employee to notify the immediate supervisor at least three months in advance of such request for time off.

ARTICLE XXIX
SEVERABILITY

Section 1. The entire Agreement, together with any attachments hereto shall be subject to the provisions and interpretations of the Revised Codes of Montana, 1947, as amended. If any section is determined or declared to be contrary to, or in violation of any state or federal law, the remainder of this Agreement shall not be affected or invalidated. Further, the County shall not be placed in violation of said statutes as a result of this Agreement.

ARTICLE XXX
SPECIAL TERMS AND CONDITIONS

Section 1. Special terms and conditions that may be detailed on the Agent’s Supplement, shall apply to that unit only and shall not be in force with any other signatory Agent unless so indicated.

Section 2. The economic terms and conditions of employment detailed herein, shall be retroactive to July 1, 1976, except for the disability plan, which shall become effective on the date of signature.

Section 3. The County recognizes the delay between the signatory act and the payment of benefits due under the terms and conditions of Section 2 above, through the normal pay cycle. Accordingly, the County shall pay said benefits due by special voucher to each employee due benefits as soon as the mathematical calculations may be achieved after the signatory act to this Agreement is made.

ARTICLE XXXI
COST-OF-LIVING ALLOWANCE

Section 1. Effective the date of signature of this Agreement, on each adjustment date indicated below, a cost-of-living allowance equal to one cent (1¢) per hour for each full three tenths (0.3) of a point change in the C.P.I. (1967 = 100) shall become payable for all hours actually worked until the next adjustment date. Compensation shall be based upon the "Anaconda Formula" and adjustments shall be those provided by the Anaconda Company. In the event that the signatory act culminating this Agreement has passed the adjustment date, said provisions shall be retroactive.

Section 2. All employees in the employ of the County previous to this Agreement, and qualifying for a cost-of-living adjustment as a result of their respective labor agreement, shall have any allowance, if due at all, detailed upon the Unit Supplement.

Section 3. Adjustment Dates
a. July 1, 1976
b. October 1, 1976
c. January 1, 1977
d. April 1, 1977
July 1, 1977
October 1, 1977
January 1, 1978
April 1, 1978

Section 4. On the adjustment date, an allowance, based upon the provisions of this Article, shall be rolled into the standard hourly wage rate, together with previously awarded allowances, if applicable, to form a hourly rate of pay which shall be paid each employee consistent with the terms and conditions of this Agreement.

ARTICLE XXXII

COURT APPEARANCE

Section 1. Employees required to testify in court on behalf of the Hospital shall receive all pay and allowances due as if said employee were actually at the Hospital.

Section 2. Employees duly summoned to court as jurors shall receive all pay and allowances due as if said employee were actually at the Hospital. 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 XXXIII

TERM OF AGREEMENT

This Agreement shall become effective on the date of signature and shall remain in full force and effect until and including June 30, 1978, at which time it is automatically renewed and continued in effect from year to year thereafter, unless written notice is given by either party to the other not less than ninety (90) days prior to its expiration date of June 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, negotiations shall start no later than sixty (60) days prior to the said June 30 date.

IN WITNESS WHEREOF, we have hereunto set our hand and seal on the day and year so indicated below:

BOARD OF COUNTY COMMISSIONERS
SILVER BOW COUNTY, MONTANA

Chairman

Member

Member

DATED:
Be it known that the following Agents accept this Agreement in the names of their respective organizations singularly and not in any collective action among the below listed parties.

FOR THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA, BUTTE LOCAL NUMBER 2:

Title: ____________________________ DATED: ____________________________

Title: ____________________________

Title: ____________________________

FOR THE SILVER BOW GENERAL HOSPITAL CHAPTER OF THE MONTANA NURSES ASSOCIATION:

[Signature]

DATED: September 22, 1976

Title: Chairperson, MNA Local Unit - District 2 (Silver Bow General)

Title: Vice Chairperson, MNA Unit - District 2 (Silver Bow General)

FOR THE MONTANA PUBLIC EMPLOYEE'S ASSOCIATION:

Title: ____________________________ DATED: ____________________________

Title: ____________________________

Title: ____________________________

FOR THE CULINARY AND MISCELLANEOUS EMPLOYEES UNION, LOCAL NUMBER 457:

[Signature]

DATED: September 30, 1976

Title: Finance Secretary

Title: Business Agent
SUPPLEMENT D

This supplement shall pertain to the bargaining unit represented by the Culinary and Miscellaneous Employees Union, Local Number 457, representing employees within the Silver Bow General Hospital.

Section 1. Wages

a. It is mutually agreed that the wages stated herein shall spend without restriction or outlined in Article X Section 2.

b. The following wage rate shall include all across the board wage increases, COLA, if applicable.

Chief Cook $4.39 per hour
Class I
  Cooks $4.00 per hour
  Pastry Cooks
Class II
  Cooks Helper $3.78 per hour
Class III
  Pantry Girl $3.73 per hour
  Yard Girl
Class IV
  Dishwashers $3.68 per hour
  Pot-washers
  Dish-up Girl
  Kitchen Helper
  Counter Girl/Cashier
Class V
  Maids $3.66 per hour

c. Effective July 1, 1977 the base rate of the above classifications shall be raised ten cents (10¢) per hour across the board.

Section 2. Additional Fringe Benefits.

a. Effective July 1, 1977 the County shall contribute up to five cents (.05¢) per hour worked toward maintenance of benefits.

b. For the life of the Agreement, the County agrees to contribute up to thirty five dollars ($35.44) toward a health plan as provided for in Article XX of this Agreement. It is understood that said rate of contribution includes the ten dollar ($10.00) rate provided for under current Montana law.

c. Culinary and Miscellaneous Employees Union, Local Number 457 Members shall be supplied meals as designated and to be continued, as in the previous contract.
FOR THE SERVICE EMPLOYEE'S UNION,
LOCAL NUMBER 169:

Title:________________________________________  Dated:_____________________

Title:________________________________________

MEMORANDUM OF UNDERSTANDING

Section 1. The County recognizes the fact that certain employees within the Hospital are not or can not be represented by a labor organization. In an attempt to extend the benefits of a labor agreement to all, the County shall hereby include these unrepresented employees within this Agreement subject to any restrictions listed for that employment group.

Section 2. The rights, benefits, and privileges of this Agreement shall become effective with the sole signatory act of the County.

Section 3. Employment Classifications

Dishwashers
Pot-washers
Dish-up Girl
Kitchen Helper
Counter Girl/Cashier

Class V  $3.66 per hour
Maids

Section 2. Additional Fringe Benefits.

   a. Effective July 1, 1977 the County shall contribute up to five cents (.05¢) per hour worked toward maintenance of benefits.

   b. For the life of the Agreement, the County agrees to contribute up to thirty five dollars ($35.44) toward a health plan as provided for in Article XX of this Agreement. It is understood that said rate of contribution includes the ten dollar ($10.00) rate provided for under current Montana law.

   c. Culinary and Miscellaneous Employees Union, Local Number 457 Members shall be supplied meals as designated and to be continued, as in the previous contract.

9/30/76 S.F.D.
SUPPLEMENT D

This supplement shall pertain to the bargaining unit represented by the Culinary and Miscellaneous Employees Union, Local Number 457, representing employees within the Silver Bow General Hospital.

Section 1. Wages

a. It is mutually agreed that the wages stated herein shall spend without restriction or outlined in Article X Section 2.

b. The following wage rate shall include all across the board wage increases, COLA, if applicable.

Chief Cook $4.39 per hour
Class I
  Cooks
  Pastry Cooks
Class II
  Cooks Helper
Class III
  Pantry Girl
  Yard Girl
Class IV
  Dishwashers
  Pot-washers
  Dish-up Girl
  Kitchen Helper
  Counter Girl/Cashier
Class V
  Maids

$3.68 per hour
$3.73 per hour
$3.78 per hour
$4.00 per hour
$4.39 per hour

C. Effective July 1, 1977 the base rate of the above classifications shall be raised ten cents (10¢) per hour across the board.

Section 2. Additional Fringe Benefits.

a. Effective July 1, 1977 the County shall contribute up to five cents (.05¢) per hour worked toward maintenance of benefits.

b. For the life of the Agreement, the County agrees to contribute up to thirty five dollars ($35.44) toward a health plan as provided for in Article XX of this Agreement. It is understood that said rate of contribution includes the ten dollar ($10.00) rate provided for under current Montana law.

c. Culinary and Miscellaneous Employees Union, Local Number 457 Members shall be supplied meals as designated and to be continued, as in the previous contract.