

AGREEMENT

Between the

BOARD OF TRUSTEES

of

School District No. 1, Silver Bow County, Montana

and the

AMALGAMATED TRANSIT UNION

AFL-CIO, Local No. 381

Covering the

BUS DRIVERS

of School District No. 1

September 1, 2019 through August 31, 2021

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## **AGREEMENT**

- A. This Agreement made and entered into September 1, 2019, by and between School District Number 1, Butte-Silver Bow, Montana, herein referred to as the "District", and the Amalgamated Transit Union, Local 381, representing the Bus Drivers, herein referred to as the "Union", for the term September 1, 2019 through August 31, 2021.
- B. Whereas, the District is operating school buses for transportation of the students, this Agreement is to help toward better relations and understanding between the District and Union and contains fair wages and working conditions for the school bus drivers who are District employees. It is also the intent that the employees are professional and shall operate said buses with a safe, friendly, and efficient performance.
- C. Definition - Permanent Employee in accordance with the state laws 2-18-601, means an employee who is assigned to a position designated as permanent position on the appropriate list authorized by the School Board and approved as such in the budget.

## **ARTICLE I - UNION SECURITY**

- A. All permanent employees employed as school bus drivers and, not later than 30 days after being placed on the payroll, shall become members of the Union, but it is understood that these new employees shall be considered on probation during an additional 60 days and the Union shall not take up grievances in their behalf as to discipline or discharge. After working 40 hours in one month, extra drivers shall join the Union.
- B. The Union shall indemnify and save the employer harmless against any and all claims, suits, orders, or judgements brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of this section.

## **ARTICLE II - UNION REPRESENTATION**

- A. Officers of the Union who may be called upon to transact business for the Union that will require absence from duty with the District shall, upon proper application to the District, be allowed to absent themselves from duty for sufficient time to transact such business, provided that such leave of absence shall be granted if such requests are not made in such numbers as to be detrimental to the service of the District.
- B. It is further agreed that all local executive Union officials and committee members representing the Union shall be employees of the District.
- C. The authorized Business Representative with credentials of the Union shall be permitted to visit employees at all reasonable and scheduled times.

## **ARTICLE III - DEDUCTION OF DUES**

The District agrees to deduct from the pay of the regular payday of each month from all members of the Union, all monies due (Union dues and initiation fees) the Union for the current month for said member, provided said member shall previously have notified the District in writing that it is his/her desire the District deduct from his/her pay the amount of Union dues. The District will furnish the Union Secretary with a list of employees. The Union will furnish the District with the amount of dues to be deducted for each unit member by the 20<sup>th</sup> of each month. One such list shall be deemed sufficient so long as the members are in the employ of the District and so long as the list is corrected to provide for changes.

#### **ARTICLE IV - CONDITION OF EMPLOYMENT**

As a condition of employment, all drivers must be licensed and certified, as the Montana State Law requires.

#### **ARTICLE V - SPECIAL REQUIREMENTS**

- A. Drivers required by the District to attend meetings or seminars will be paid in accordance with Board policy. The Director will attempt to schedule these meetings immediately following the driver's scheduled bus route.
- B. If a driver is required to make a court appearance, where the driver is not a defendant and where the appearance is job related, compensation shall be at the hourly rate.
- C. If a driver is required by the District to take a physical examination in addition to the physical examination required by the Department of Transportation for licensing, the District will pay for said physical examination, provided a doctor of the District's choice performs the examination. If the employee chooses another doctor, the District will pay no more than what it would have paid the doctor chosen by the District.
- D. Drivers will receive their first-aid training through on-the-job training (OJT).

#### **ARTICLE VI - HOURS OF WORK**

- A. Bus Drivers are employed for 4 hours or more. Some drivers may have their hours temporarily extended to meet the special needs of students and school sites. Charter hours and route hours cannot be overlapped and paid twice.
- B. Six (6) or more hours per day constitutes full time employment. Less than six (6) hour a day constitutes part time employment. The District reserves the right to use substitute drivers. No employee covered under this agreement is considered seasonal or temporary.
- C. The workday calendar for drivers will consist of 182 paid workdays (This does not include paid holidays). Four paid hours constitutes one training day for employees. Days are to be determined annually by the District Calendar and the Director of Transportation.

#### **ARTICLE VII - WAGE SCHEDULE**

A.

Steps	Sept. 1, 2019	Sept. 1, 2020
Starting Rate	\$15.59	\$15.90
2 years	\$15.66	\$15.97
4 years	\$15.98	\$16.30
6 years	\$16.15	\$16.47
8 years	\$16.30	\$16.63
10 years	\$16.46	\$16.79

- B. Pay periods shall be twice per month. Timesheets will be due according to payroll calendar schedule. Any new employee hired after September 1, 2019 will automatically be enrolled in direct deposit. All payments will be directly deposited into an account designated by employee.
- C. Drivers shall be paid for all time worked. Scheduled hours include safety inspections, maintaining bus interior, driving time and completing required reports. TR-2 data collected through student tracking is the responsibility of the driver during scheduled hours with no extra pay. A minimum of 2 hours will be paid each time an employee reports to work.
- D. An employee will be allowed a minimum of 10 minutes preparatory time each time employee

reports for work that shall be used for starting and safety checking his/her bus. All time will be calculated to the nearest tenth of an hour. Preparatory time shall be included in the run times posted under Article X - Assignment of Runs.

- E. When a 6-hour driver has been off for 2 consecutive days, a 4-hour driver shall receive the mid-day portion of the 6-hour run. This will be done on the third consecutive day of absence. On the morning of the third day, a notice will be posted and eligible drivers must sign the notice if they want the mid-day run. The mid-day portion will be given to the most senior eligible driver, in rotation, that signs the list that morning. When the absent 6-hour driver returns to work, the mid-day portion will be returned to its original run.
- F. An employee shall receive overtime pay at 1 ½ times for all work in excess of 8 hours per day or 40 hours per week. The District has established the work week as Monday through Sunday.
- G. The employees shall conform to District rules for jury duty.
- H. A driver operating a Special Education bus shall receive an additional \$0.25 per hour pay for 2019-2020 and an additional \$0.50 per hour pay for 2020-2021.
- I. All employees hired prior to October 5 of the academic year will have that year count as their first year of employment for pay rate purposes.
- J. All substitutes will be paid at the starting rate.
- K. Drivers will be paid a two (2) hour call-out only on the early dismissal days that do not include all schools.

#### **ARTICLE VIII - LONGEVITY**

The provision of the longevity section will apply to those drivers who have completed the necessary years of service as to the beginning of the payroll period at the last pay period of the school year. Employees that have taken 20 or more consecutive unpaid working days off during the academic year are not eligible for this benefit.

2019-2020	5 – 10 years	\$200.00 annually	11 or more years	\$260.00 annually
2020-2021	5 + years	\$300.00 annually		

#### **ARTICLE IX - HEALTH INSURANCE**

- A. The District shall pay on behalf of each eligible member of the Union as a contribution toward the cost of a medical, dental, vision and life insurance plan. This District contribution will be paid into a pooled account, based on the total number of eligible employees in this unit and independent of the numbers of employees choosing to take the insurance.

	<b>Sept. 1, 2019</b>		<b>Sept. 1, 2020</b>	
	<b>Month</b>	<b>Year</b>	<b>Month</b>	<b>Year</b>
<b>Medical</b>	<b>\$575.00</b>	<b>\$6,900.00</b>	<b>\$600.00</b>	<b>\$7,200.00</b>

- B. On an annual basis, the Union will provide a Summary of Benefits and Coverage (SBC) for each health plan available to their membership that year. The Union will also provide a statement from the health insurance provider ensuring that at least one of the plan options meets the Affordable Access and Qualifying Coverage tests.
- C. The Union will provide a list of those employees participating on the insurance plan and a waiver form for each employee not participating on the plan.

## **ARTICLE X - ASSIGNMENT OF RUNS**

- A. All drivers shall have the right to bid for the runs according to seniority. There shall be 1 bid (sign up) annually which shall occur 60 calendar days after the first day of school. No rebids will occur between the start of school and 60 days. During that time regular and Special Education drivers will continue on the same runs and the same hours as they operated at the end of the previous school year. Additional bids may be held when a vacancy occurs, by seniority, and all runs will be posted no later than 2 weeks after vacancy.
- B. There shall be no assigned runs. Runs changed by 20 minutes after they have been bid will necessitate a total re-bid from the top senior person down. All sign ups are for no less than a 2-hour duration. All drivers who have not signed up by then shall forfeit their bid and take remaining runs. Re-bids will become effective within 5 working days of date of bid.
- C. Employees on vacation, sick leave or charters will be allowed to sign by proxy of the driver's choice. Employees on leave without pay are not allowed to bid.
- D. If a driver bids on a run that employee has not qualified for, the District can request and confer with the Union and assign the employee to a run for which employee is qualified.
- E. All routes must have a complete route and time description posted 3 working days before a sign up.

## **ARTICLE XI - ASSIGNMENT OF BUSES**

The District reserves the right to assign buses.

## **ARTICLE XII - CLEANING OF BUSES**

Drivers shall not be required to clean or wash buses, except the employees shall sweep and pick up debris inside buses. Each driver will identify to the Director of Transportation a specific time of day when he/she will clean his or her bus. Notification will be given within two working days after any signup.

The District and union agree to the following as it relates to the position of Bus Washer:

- 1. The position will be an 8-hour employee and a member of the Amalgamated Transit Union, Local No. 381.
- 2. There will be only one seniority list for the drivers, including the bus washer.
- 3. The position will be offered to the drivers. It will not be re-bid unless there is a vacancy in the position. If no bids are received upon a transfer from the position, the least senior driver will be placed into the position.
- 4. The bus washer may drive charters after his regular 8-hour shift and on weekends after all other drivers have refused or are unavailable.
- 5. The bus washer may drive routes in an emergency situation. However, if the bus washer is used, the District will notify the union in writing on a monthly basis of the route that was driven and the nature of the emergency.

## **ARTICLE XIII - REPORTS**

- A. All accident, disciplinary, and incident reports shall be properly reported by the driver on the day of occurrence, if possible. Reports shall be prepared in accordance with established procedures on District-supplied forms. The District shall pay for actual reasonable time required (minimum of 30 minutes) for completing a District report, provided that such time is in excess of the 2-hour minimum call out.

- B. The District has 20 calendar days to investigate and notify the employee of any action taken on the report. The Union will agree to a 20 calendar day extension upon written request from the District. If the district takes any action on the report, the employee will be notified. The employee will sign and receive a copy of the report.
- C. If a conference is required as a result of bus conduct slips, the bus driver will be invited to attend, but will receive no additional compensation.

#### **ARTICLE XIV - REDUCTION IN PERSONNEL**

- A. When necessary to reduce the regular force of the school bus drivers, seniority shall prevail. The least senior driver shall be the first laid off and so on up the list. When employees are called back to work, they will be recalled in reverse order of layoff, that is, the last laid off shall be the first called back. Recalled employees shall have the right to insurance benefits at the level they were receiving at the time they were laid off, pursuant to the recall rights based on seniority.
- B. Call back rights shall end five years from the employee's last day of work for the District.

#### **ARTICLE XV - SPECIAL EDUCATION BUS**

No driver shall operate a Special Education bus unless qualified. The Director of Facilities, Maintenance, and Transportation shall be the judge of who is qualified to operate the buses for Special Education students.

#### **ARTICLE XVI - CHARTER SERVICE**

- A. When a driver is taken off his/her regular run to fulfill charter service hours in excess of regular run the employee shall be paid at the regular rate of pay. Under this condition the driver shall not receive less than his/her regular scheduled run pay. Out-of-District charters shall pay a minimum of 4 hours pay. Out-of-District charters where the employee is required to be away from home overnight shall receive a minimum of 8 hours pay in each 24-hour period away from home. This period time shall start when the driver is required to report for work or charter. All charters required to be away from home overnight shall receive meal and lodging accommodations as per School Board policy. Daily charters after 8 hours operating within the District will be paid for at least 1 meal. Meal allowance will be in accordance with the District's current travel policy. The employee will receive 2 times the current hourly rate of pay for any driving time after 12 o'clock midnight. If any combination of regular runs and daily charters results in more than 8 consecutive work hours, the driver will be paid for at least 1 meal.
- B. When available, District buses must be used before subcontracted buses for District funded trips for travel under 100 miles from Butte. For travel over 100 miles from Butte, a District liner(s) will be called out first. If District liner(s) is not available, a liner(s) will be sub-contracted except when District bus(ses) have been specifically requested. When district and subcontracted buses are on the same trip, district buses must be loaded first and subcontracted buses must be sent back first.
- C. Charter assignments will be done in accordance with Board policy. If you are employed with another department with the District, you cannot accept a Charter assignment that conflicts with the scheduled hours of your other position. Meal allowances shall be in accordance with Montana Code Annotated.
- D. Local charters will receive a minimum of two (2) hours. Drivers will be paid 15 minutes before departure and 15 minutes after return. In the event that a local charter's return time is within two

and a half hours of departure time, a driver will stay on site or return to the bus barn. If a local charter's return time is three hours after departure time, the driver will be paid four (4) hours minimum.

#### **ARTICLE XVII - CHARTER EXTRA BOARD**

- A. During the regular school days (Monday through Friday) regular drivers, including Special Education, will have preference for all charters between the hours of 9:00 a.m. and 2:00 p.m. The names on the charter board shall be listed in seniority order. The work shall be distributed from that board by rotation. Any regular school bus driver wishing to do charter work shall notify the District. On Fridays (after school), Saturdays, Sundays, and holidays (days where there is no regular school work), the regular drivers shall have preference on charter work. All charter work will be posted and maintained by management on a weekly basis.
- B. Drivers will not be paid double for when charter hours and their scheduled shift overlap.
- C. If a driver receives two written complaints regarding behavior or performance such as, but not limited to: erratic driving, speeding, implementing rules that are not part of District policy, dozing off behind the wheel, any behavior that could put passengers in danger, etc. during a charter trip and the investigation proves valid, the driver's name will be removed from the charter availability list for 12 months.
- D. If a run that has already been bid is cancelled before the day of the assignment, the driver who was awarded that bid will receive another charter assignment, or 'make-up bid'. However, if the run was not cancelled prior and the driver reports to the assignment, the driver receives call-out compensation of two hours and does not receive a 'make-up' bid.
- E. If a driver denies three charters in a row, the driver will be removed from the charter list for 30 working days.

#### **ARTICLE XVIII - SICK LEAVE**

Sick leave will be in compliance with State Law 2-16-618 as follows:

- A. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.
- B. An employee may not accrue sick leave credits while in a leave-without-pay status exceeding 15 working days.
- C. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- D. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time employee terminates his employment with the state, county, or city. The payment therefore shall be the responsibility of the agency wherein the sick leave accrues. However, where an employee transfers between agencies within the same jurisdiction, employee shall not be entitled to a lump-sum payment. In such a transfer the receiving agency shall assume the liability for the accrued sick



leave credits transferred with the employee.

- E. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.
- F. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
- G. Sick leave credits will be posted to employee's check stub. Any leave without pay must be approved by the supervisor prior to leave.
- H. A sick leave bank is established for employees to draw upon in case of absence due to serious illness, accidents, hospitalization or disability extended beyond accumulated sick leave. In order to belong to the bank employees must authorize a deduction from their sick leave. Joining the bank will authorize continuing membership. An employee who is a member of the Sick Leave Bank may be allowed to draw from the bank up to 20 days when his or her own sick leave is exhausted. The employee will be required to sustain a three-day loss for each occurrence before the sick leave bank benefits begin. The employee will not be required to use his or her vacation or personal leave prior to benefit from the bank, but may do so at his or her option. The granting of sick leave hours is subject to review by the committee at any time. The sick leave bank is not extended as a protection for long-term catastrophic illness or hospitalization. It cannot be a substitution for insurance programs, which covers periods of long-term disability.

#### **Guidelines of the Sick Leave Bank Committee**

- 1. Withdrawals from the sick leave bank are made only upon recommendation of the committee after individual case study and only in behalf of contract employees who are participants in the program.
- 2. Extended sick leave is granted only after the employee has used all of their accrued sick leave and has sustained three days without pay. (Accrued vacation days may be substituted for the three days without pay). The committee may require reports and other information from employees as needed to substantiate the need of the extended sick leave.
- 3.
  - a. If, at any time, the sick leave bank hours should become depleted, the committee has the power to request donations of all members.
  - b. If, at any time, the sick leave bank has a sufficient amount of hours, the committee may elect not to request additional donations from the members. In this event, an employee who donated previously to the bank will continue as a member of the bank.
  - c. To participate in the bank, a new employee must join the bank within 30 days following hire. All other employees not participating in the bank may join the bank at any time during the month of October each year by completing the appropriate forms and depositing one (1) sick leave day into the bank. New members must belong to the sick leave bank for three (3) months before qualifying for a donation of days from the bank.
  - d. Sick bank days can be used for personal illness and caring for spouse, parents and children.
- 4. The committee is composed of two members voted in by the ATU #381 Union Body and the Director of Labor Relations and Human Resources of Butte School District No. 1.
- 5. The committee will serve as the representative of the contributors to the bank and with sensitivity to the needs of the employee seeking assistance, will undertake to safeguard the sick leave bank against unwarranted disbursement of the accumulated days.
- 6. Only Local 381 employees are eligible to participate in the sick leave bank and only if they have

made a deposit in said bank.

## **ARTICLE XIX - VACATION**

- A. Vacation will be in compliance with Sections 2-18-611 through 2-18-617, Montana Codes Annotated, 1981, as follows:
1. Each permanent employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal 1 year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.
  2. Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have worked the qualifying period.
  3. An employee may not accrue annual vacation leave credits while in a leave-without-pay status exceeding 15 working days.
- B. Rate Earned. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:
- | <u>Years of Employment</u> | <u>Working Days Credit</u> |
|----------------------------|----------------------------|
| 1 day through 10 years     | 15                         |
| 10 years through 15 years  | 18                         |
| 15 years through 20 years  | 21                         |
| 20 years on                | 24                         |
- C. Military leave considered service. A period of absence from employment with the state, county, or city occurring either during a war involving the employee, the United States, or any other national emergency and for 90 days thereafter for one of the following reasons, is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this section:
1. Having been ordered on active duty with the armed forces of the United States.
  2. Voluntary service on active duty in the armed forces or on ships operated by or for the United States government.
  3. Direct assignment to the United States Department of Defense for duties related to national defense efforts if a leave of absence has been granted by the employer.
- D. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- E. The dates when employee's annual vacation leaves shall be granted shall be determined by agreement between each employee and the employing agency with regard to the best interest of the state, any county or city thereof as well as the best interest of each employee.
- F. Accumulation of leave - cash for unused - transfer.
1. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was earned.
  2. An employee who terminates his employment for reason not reflecting discredit on himself shall be entitled upon the date of such termination to cash compensation for unused vacation

leave, assuming that the employee has worked the qualifying period set forth in 2-18-611.

3. However, if an employee transfers between agencies of the same jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

- G. Vacation credits will be posted to the employee's check stubs. Any leave without pay must be approved by the supervisor prior to leave.
- H. Employee will be given the option to specify the number of hours to be paid out at end of school year, not to exceed the number of hours accrued. If accrued vacation balance is greater than or equal to 5 days, up to 5 days in hours can be retained from one school year to the next. Total will be paid out unless payroll is notified by May 1. After May 1 no changes will be allowed.

#### **ARTICLE XX - PAID HOLIDAYS**

- A. All drivers shall receive paid holidays as follows:
  - 1) New Years Day
  - 2) Friday of Spring Break (to be taken as a personal day if the District does not schedule a Friday of Spring Break) – not to be accumulated.
  - 3) Memorial Day
  - 4) Labor Day
  - 5) Thanksgiving Day
  - 6) Friday after Thanksgiving
  - 7) Christmas Eve
  - 8) Christmas Day
  - 9) Thursday of Teachers Convention
  - 10) Friday of Teachers Convention
  - 11) New Years Eve
- B. If an employee is required to work on a holiday, employee shall receive his holiday pay plus pay for hours worked.
- C. Employees must work or use accrued vacation or sick hours the day before and following a holiday to receive holiday pay.
- D. Employees retiring effective December 31<sup>st</sup> will be paid the December Holidays.
- E. Bus washer shall receive pay for July 4<sup>th</sup> due to being scheduled to work.

#### **ARTICLE XXI - PERSONAL LEAVE**

In addition to holiday and sick leave provisions provided by this contract, each employee may elect to take two days, not to exceed 12 hours, for personal reasons, to be deducted from the employee's vacation leave. These two days will not require advance approval, as do other vacation days. This privilege is not cumulative from year to year.

#### **ARTICLE XXII - RETIREMENT**

- A. All drivers shall be covered under the Montana Public Employees Retirement System.
- B. For anyone hired prior to 9/1/99, the District will contribute to the insurance plan for a retiree who meets the following criteria: enrolled in the insurance plan, receiving a benefit from PERS, with the last 10 years actual experience as a school bus driver with the Butte School District.

For anyone hired between 9/1/99 and July 1, 2015, the District will contribute to the insurance plan

for a retiree who meets the following criteria: enrolled in the insurance plan, receiving a benefit from PERS, with the last 15 years actual experience as a school bus driver with the Butte School District. The District will pay 75% of the employer contribution at the time of retirement for a period not to exceed 5 years or death, whichever occurs first. At no time will the District's contribution exceed the cost of the insurance premium for the employee. In lieu of the District contribution to an insurance premium, the retiree may elect to receive a cash amount equal to the District's monthly contribution for retirees of the bargaining unit. The cash amount will continue for three (3) years or until the death of the employee, whichever occurs first.

Notice of intent to retire must be received 12 months prior to the date of retirement. The notice is irrevocable and no exceptions will be granted. The Board may waive the twelve (12) month notification if the employee becomes aware of a health condition, as diagnosed by a medical doctor that prohibits further employment as a school bus driver. Additionally, if a member of the immediate family (spouse, dependent child or parent) becomes aware of a health condition as diagnosed by a medical doctor that requires home health care services to be rendered by the employee, the Board may waive the notification period.

- C. Persons hired after July 1, 2015, will receive no health insurance benefit upon retirement.

### **ARTICLE XXIII - GRIEVANCE PROCEDURE**

The term "grievance" is defined as any controversy or dispute between the parties or between the District and employees covered by this Agreement as to any matter involving the interpretation, application, or violation of any provision of this Agreement or of existing customs, practices, usages, rules, working conditions.

#### **GRIEVANCE STEPS**

- Step 1. Any dispute that may arise must be presented to the employee's immediate supervisor by the employee or along with the Union representative within 10 working days of its occurrence. Within 5 working days of receipt of such dispute the immediate supervisor shall advise the employee or the Union representative of the decision.
- Step 2. If the parties fail to resolve the dispute in Step 1, the Union Representative may appeal the issue to the Director of Labor Relations & Human Resources. The grievance shall be reduced to writing and presented within 10 working days of the supervisor's decision in Step 1. Within 5 working days of receipt of such appeal, the Director of Labor Relations & Human Resources shall meet with the employee and/or the Union representative to discuss the dispute. Failing resolution at this meeting, the Director of Labor Relations & Human Resources shall contact the Union Representative within 5 working days with a written decision.
- Step 3. If a satisfactory settlement is not reached in Step 2, the grievance shall be presented to the Superintendent or his representative within 10 working days of the decision in Step 2 by the Director of Labor Relations & Human Resources. Within 5 working days of receipt of the written appeal, the grievance shall be considered at a meeting of the Union Committee with the Superintendent and members of the Board of Trustees. Failing resolution at this meeting, the Superintendent shall notify the Union, in writing, of his decision within 7 working days after conclusion of the meeting. Any grievance that involves a suspension or a question of anyone outside of the bargaining unit performing any unit work may be taken up at Step 3.

- Step 4. If a satisfactory settlement is not reached in Step 3, either the Union or the District may, within 10 working days of notification, refer the grievance to arbitration by giving written notice to the other party.

#### **ARTICLE XXIV - ARBITRATION**

- A. The party requesting arbitration shall specify the question or questions to be arbitrated. The parties will use the facilities of the Federal Mediation and Conciliation Service or the American Arbitration Association to select an arbitrator. The arbitrator shall be selected within 10 working days after receipt of the panel from the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitration hearing shall be conducted within 45 days after the arbitrator is selected, unless the selected arbitrator is unavailable.
- B. The arbitrator shall render a decision within 60 days, based on the testimony presented at the arbitration hearing.
- C. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties.
- D. Rules of Procedure for Arbitration
  - 1. The fees and expenses of the arbitrator shall be shared equally by the parties.
  - 2. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.
- E. Time Limits
  - 1. Time limits as defined in this Article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and holidays are not considered working days.
  - 2. Failure to abide by the specific time limits provided in the grievance procedure by either the District or the Union, at any step unless mutually agreed otherwise in writing, shall automatically result in the position of the party violating such time limits being considered as null and void and the position of the opposite party being fully upheld.

#### **ARTICLE XXV – SUBSTITUTE DRIVERS**

- A. The District reserves the right to use substitute drivers. Substitutes are not entitled to the benefits defined in Article IX - Health Insurance, Article XVIII - Sick Leave, Article XIX – Vacation, Article XX - Paid Holidays, or Article XXI - Personal Leave.
- B. The District will hire qualified sub drivers. The District school board must approve all new hires.
- C. Substitutes will be called on a rotating basis. If a substitute refuses five consecutive weeks of assignments they will be removed from the substitute list.
- D. The District will maintain a call-out list for all substitute drivers.
  - i. When a route is open after a re-bid the drivers on the substitute list will be given an opportunity to interview for the route. If a substitute fills a route they will be entitled to all benefits of a regular employee on the date they receive the route.
  - ii. Substitutes becoming regular employees will receive seniority for placement on the salary scale if they work 300 or more hours in the previous academic year. Substitute drivers will receive credit for ½ their sub seniority on the bus driver seniority list.

#### **ARTICLE XXVI - TERMS OF AGREEMENT**

This agreement shall be in effect between the dates of September 1, 2019 through August 31, 2021, and

shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of their desire to have same modified and such notice must be given by June 30, 2021.

#### **ARTICLE XXVII - CANCELLATION CLAUSE**

If the District decides during the term of this Agreement to contract the school bus operation to a private employer, they may do so by giving the Union 120 days written notice of cancellation of the Agreement.

#### **ARTICLE XXVIII - AGREEMENT CONFLICT**

When this Agreement is in conflict with Montana State Law, the Montana State Law shall prevail.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first above-mentioned.

SCHOOL DISTRICT NO. 1  
BUTTE, MONTANA

AMALGAMATED TRANSIT UNION,  
AFL-CIO, CLC DIVISION 381,

BY: \_\_\_\_\_  
Ann Boston/Chairperson

BY: \_\_\_\_\_  
Mark Varcoe, Acting President  
ATU 381

ATTEST: \_\_\_\_\_  
Kevin Patrick  
Director of Business Affairs