

AGREEMENT

Between the

BOARD OF TRUSTEES

of

**SCHOOL DISTRICT NO. 1
SILVER BOW COUNTY, MONTANA**

and the

**DISTRICT COUNCIL 82 AND LOCAL NO. 1922
OF THE INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, AFL-CIO**

and the

**PACIFIC NORTHWEST REGIONAL COUNCIL
OF CARPENTERS**

covering the

PAINTERS AND CARPENTERS

September 1, 2019 through August 31, 2021

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AGREEMENT

This Agreement, made and entered into effective the 1st day of September, 2019 in Butte, Montana by and between School District No. 1, of Silver Bow County, Montana, Trustees, hereafter referred to as the "District" and District Council 82 and Local No. 1922 of the International Union of Painters and Allied Trades AFL-CIO, or its successor, and the Pacific Northwest Regional Council of Carpenters, herein referred to as the "Union".

ARTICLE I - RECOGNITION

- A. The District recognizes the Union as the exclusive bargaining agent with respect to wages, hours of work and other conditions of employment for the employees in the bargaining unit.
- B. Employees who perform work coming under the jurisdiction of the Union and who are not members of the Union at the time of their employment, shall become members on or before their 8th day following the beginning of such employment, or the effective date of this agreement, whichever is later.
- C. All employees who are now, or may hereafter, become members of the Union must remain members of the Union as a term and condition of employment.

ARTICLE II - UNION REPRESENTATION

- A. No member of the Union shall be discharged or discriminated against for upholding Union principles, and any member working under the instructions of the Union or who serves on any union committee, shall not lose his position or be discriminated against for that reason.
- B. The Authorized Business Agent, with credentials of the Union, shall be permitted to visit employees at all reasonable times.
- C. The District agrees to maintain reasonable provisions for the safety and health of its employees during the hours of employment, and agrees to abide by and maintain standards of sanitation, safety and health in conformity with state laws and regulations.
- D. Employees will utilize generally accepted health and safety practices and procedures in the normal course of their duties. They will make themselves familiar with the safety procedures that may be distributed to them from time to time by the District.

ARTICLE III - HOURS OF WORK AND WAGES

A. Hours of Work

- 1. The normal workweek will be 40 hours per week, Monday through Friday. All work performed in excess of 40 hours in such workweek shall be compensated for at 1½ times the regular hourly rate.
- 2. The normal workday will be either five (5), eight (8) hour shifts or four (4), ten (10) hour shifts. If ten (10) hour shifts are selected by the covered Employee, the actual schedule for the ten (10) hour shifts shall be mutually agreed to by and between the painters and their supervisor, and the carpenter and his supervisor; provided, also, that in any schedule mutually agreed to, if a holiday falls within a scheduled four (4) day work week, the carpenters and/or the painters, if working a four (4) day schedule, will revert back to a five (5) day, eight (8) hour schedule for the week during which the holiday falls; provided further,

the District supervisor is entitled to insist upon a schedule which gives adequate coverage for the District's needs as judged by the supervisor.

B. Wages	<u>September 1, 2019</u>	<u>September 1, 2020</u>
Carpenter	\$25.86	\$26.38
Painter/Glazier	\$24.35	\$24.87

Consistent with other District groups, effective 1/1/2012, the Painters/Glaziers will be paid at least twice per month. Any new employee hired after July 1, 2019 will automatically be enrolled in direct deposit. All payments will be directly deposited into an account designated by employee.

C. Health and Welfare Benefits

1. Carpenter(s)

Section 1. The Employer hereby adopts in its entirety the Trust Agreement of the Montana-Wyoming Carpenters Health and Welfare Trust Fund dated May 19, 1965 and all amendments heretofore or hereafter adopted. By this reference said Trust Agreement is incorporated herein as a part of this Agreement.

Section 2. The Employer, on behalf of its Carpenter employees for whom contributions are made, agrees to be bound by the acts of the Trustees and their successor Trustees designated in the manner provided under the Trust Agreement. Further, the Employer does accept as its lawful representative the Employer Trustees who are now or may hereafter serve on the Board of Trustees.

Section 3. It is specifically understood by all parties that upon serving written notice to the Employer, the Union shall be permitted to divert any or all wage increases to increase Employer contributions to the Health and Welfare Trust Fund. In the event the Union exercises this option, the wage increase shall be decreased in the same manner as the increased contributions to the Montana-Wyoming Carpenters Health and Welfare Trust Fund.

Section 4. The employer promises to pay \$791.00 per month effective 09/01/19 for each Carpenter employee covered by this agreement. The employer promises to pay \$816.00 per month effective 09/01/20 for each Carpenter employee covered by this agreement. Contributions shall be due and payable on or before the 15th day of the calendar month immediately following the month in which the contribution was earned.

Section 5. This agreement shall apply only to bargaining unit employees at School District No. 1 of Silver Bow County, Montana where all Carpenter employees have voted unanimously to participate in the Montana-Wyoming Carpenters Health and Welfare Trust.

Section 6. The Trust Fund shall accept and administer the contributions made by the Employer on behalf of those employees for whom contributions were made. The Trust Fund shall provide insurance benefits to the participating employees in accordance with the terms and conditions of the Trust Agreement and associated Plans and Documents.

Section 7. This Participation Agreement may be terminated at any time by either party by giving ninety (90) days written notice of intent to terminate to the other party.

2. Painters Trust Fund

Section 1. The parties agree that the Painters may elect to change health plans during the life of this Agreement so long as the new health plan does not result in an increase in the employer's monthly contribution. The employer promises to pay \$730.00 per month effective 09/01/19

for each Painter covered by this agreement. The employer promises to pay \$755.00 per month effective 09/01/20 for each Painter covered by this agreement. For the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the Painters Trust Fund.

- Section 2: Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helper, trainees, and probationary employees.
- Section 3: The payments to the Trust Fund required above shall be made to the "Employee Painters Trust", c/o Wilson-McShane Corporation, 3001 Metro Drive, Suite 500, Bloomington, MN 55425, which was established under an Agreement and Declaration of Trust, dated November 21, 1952. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed same.
- Section 4: The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.
- Section 5: All Contributions shall be made at such time and in such manner as the Trustees require, by no later than the 15th day of the month following the month for which contributions are due, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Painters Trust Fund.
- Section 6: If an Employer fails to make contributions to the Pension Trust Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due together with the Attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in the Agreement.
- Section 7: The Painters Trust Plan adopted by the Trustees of said Painters Trust Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Painters Trust as a deduction for income tax purposes.

D. Longevity

Upon completion of 5 years - \$10/month
Upon completion of 10 years - \$30/month
Upon completion of 15 years - \$40/month
Upon completion of 20 years - \$50/month
Upon completion of 25 years - \$60/month

E. Allowances

a. Clothing Allowance

During the term of this contract, there will be no tool allowance paid by the District. Instead,

the District will provide all tools for the Employees covered by this Agreement, including appropriate coveralls for the Painters and Carpenters. The District will pay \$90 a year per employee as a work boot allowance.

b. Vehicle Allowance

The District will pay the Painters and the Carpenter \$300.00/month as a truck allowance, with deductions taken from the truck allowance as required by law. Effective January 1, 2012, there will no longer be a truck allowance paid to the Carpenter. Instead, the District will make available a vehicle for the Carpenter's use for School District business only. Said vehicle will be appropriately maintained by the District at its sole expense. Said vehicle will be garaged or stored at a location to be designated by the Carpenter's supervisor.

ARTICLE IV - VACATION

- A. Employees shall receive paid vacations based upon their time of service for the employer, to be computed according to Montana Code Annotated.

One and one-fourth days per month, cumulative to double their yearly allowable:

1 year = 15 days

2 years = 30 days

30 days (anything over this is "use it or lose it")

December 30 until March 31 is the period to use excess vacation time.

Vacation schedule:

1¼ days for 1 to 10 years = 15 days per year

1½ days for 10 to 15 years = 18 days per year

1¾ days for 15 to 20 years = 21 days per year

2 days for 20 years and over = 24 days per year

ARTICLE V - SICK LEAVE

- A. Sick leave will be granted as provided for in Montana Code Annotated.
- B. At least once a year the District shall inform employees of their sick leave balances.
- C. The District shall pay to each carpenter and painter upon retirement or death one-third of any unused accumulated sick leave up to 150 days. In addition, sick leave accumulated beyond 150 days shall be severed at the rate of one-fourth upon retirement or death. For employees who are hired after September 1, 2018 the District shall pay to each carpenter and painter upon retirement or death one-fourth of any unused portion of accumulated sick leave. The compensation shall be included as part of the individual yearly salary for the year in which the employee retires.

ARTICLE VI - JOB SECURITY, LAY-OFF, REDUCTION IN FORCE

- A. After a probationary period of 90 calendar days, an employee may not be discharged without a good or sufficient cause and shall be entitled to a hearing before the Board of Trustees.
- B. The last employee hired will be the first employee laid off in the craft, due to a reduction in force or laid off due to causes beyond the control of the Board, e.g., fire, etc., and the last employee laid off will be the first rehired. No new employee will be hired by the District when there are men laid off due to reduction in force.

1. When placed on layoff, an employee shall maintain a current address with the District and, if a position becomes available for the employee on layoff, the District shall provide written notice by registered mail, return receipt requested. The employee shall have 14 calendar days after receipt of such notice to accept re-employment. Failure on the part of the employee to accept re-employment within 14 calendar days of receipt of recall notice shall constitute forfeiture on the part of the employee to any further rights of reinstatement or re-employment. If the District is unable to effect delivery of a registered letter, return receipt requested, at the last address left with the District by the employee, the District after 5 days shall send a notice by certified mail, and the 14 day period provided herein shall commence running at the time the notice be certified mail is sent.
 2. Re-employment rights shall automatically cease 36 months from the day of layoff and no further right to recall or reinstatement shall exist.
- C. Members of the bargaining unit who are hired between July 1, 2002, and June 30, 2011 and who retire with the last 15 consecutive years of service in the district, receive a monthly benefit from PERS, provide notice no later than April 1st of their intent to retire during the following fiscal year (July 1-June 30) and are participants of the insurance plan will receive a retirement benefit. The district will contribute toward an insurance premium an amount equal to the District's monthly contribution paid during the last year of employment. The contribution will continue for 10 years or until the retiree's 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 paid during the last year of employment. The cash amount will continue for five years, or until the death of the employee, whichever occurs first.
- D. It is understood that a person on leave due to sickness or injury has job security and the person's position is not open for bid until the person relinquishes the position or until the person has been on leave for 1 year, whichever comes first.

ARTICLE VII - HOLIDAYS

- A. The following holidays will be given with pay: New Year's Day, Martin Luther King's Birthday, Friday and Monday of Spring Break, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and five (5) personal days (not to be accumulated) to be taken while school is not in session.
1. If Martin Luther King's Birthday occurs while school is in session, the holiday will be taken on the Thursday of Spring Break.
- B. If the holiday falls on Sunday, the next day (Monday) shall be considered the holiday. If a holiday falls on Saturday, the proceeding day (Friday) shall be considered the holiday.
- C. If the above holidays interfere with normal school, other arrangements will be made.
- D. When an employee is required to work on a holiday, he shall be compensated at 1½ times the regular rate plus an additional hour off with pay for each hour worked.
- E. Employees must be in a pay status – work or use accrued hours the day before or following a Holiday, to receive the Holiday Pay.

ARTICLE VIII - CALL OUT

All call-out assignments will be made by Central Administration. Call outs are only for emergency situations. When employees are called out for emergencies, they shall receive time and one-half (1½) for such service and the minimum pay for such service shall not be less than four (4) hours straight time.

ARTICLE IX - GRIEVANCES

The term "Grievance" is defined as any controversy or dispute between the parties or between the District and the employees covered by this Agreement as to any matter involving the interpretation, application, or violation of any provision of this Agreement.

A. Grievance Steps:

- Step 1. Any dispute that may arise must be presented in writing to the employee's immediate supervisor by the employee or along with the Union representative within ten (10) working days of its occurrence. Within five (5) working days of receipt of such dispute, the immediate supervisor shall advise the employee or the Union representative of a decision.
- Step 2. If the parties fail to resolve the dispute in Step 1, the issue may be appealed in writing to the Director of Labor Relations and Human Resources by the Union Representative within five (5) working days of the supervisor's decision in Step 1. Within five (5) working days of receipt of such appeal, the Director of Labor Relations and 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 and Human Resources shall render a decision within five (5) working days.
- Step 3. If a satisfactory settlement is not reached in Step 2, the grievance shall be submitted in writing to the Superintendent or his representative within five (5) working days of the decision in Step 2 by the Director of Labor Relations and Human Resources. Within five (5) working days of receipt of such appeal, the grievance shall be considered at a meeting with the Superintendent. Failing resolution at this meeting, the Superintendent shall notify the Union, in writing, of a decision within five (5) working days after the 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. Should a grievance be denied in any of the steps of the Grievance Procedure, an explanation will be given why the grievance was denied.
- Step 4. If a satisfactory settlement is not reached in Step 3, either the Union or the District may, within ten (10) working days of notification, refer the grievance to arbitration by giving written notice to the other party.

B. Arbitration:

1. The party requesting arbitration shall specify the exact question or questions to be arbitrated. The parties will use the facilities of the Federal Mediation and Conciliation Service to select an arbitrator. The arbitrator shall be selected within 10 days after receipt of the panel from the Federal Mediation and Conciliation Service. The arbitration hearing shall be conducted within 45 days after the arbitrator is selected, unless the selected arbitrator is unavailable.
2. The arbitrator shall render a decision within 30 days, based on the testimony presented at the arbitration hearing.

3. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.
5. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.

C. Time Limits:

1. Time limits as defined in this Article may be extended by mutual written 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 the Union, at any step unless mutually agreed otherwise in writing, shall automatically result in the grievance being declared null and void.

ARTICLE X - ABSENCES

- A. In case of absence from duty in response to a court subpoena, or administrative hearing in which an employee is not a party, there shall be deducted from the salary of the employee the amount of any witness fee, or other compensation exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the employee and stating the amount and purpose of such compensation must be submitted. Full salary for the period of absence shall be deducted unless a certificate is presented. In case of absence from duty for any court proceeding or administrative hearing in which the employee is a plaintiff or initiating party, no salary shall be paid for the period of absence.
- B. In case of absence from duty in response to jury summons, the employee shall have deducted from his/her salary the compensation while on jury duty.
- C. A leave of absence must be requested in writing and may be approved by the Board of Trustees.
- D. Employees elected to the State Legislature will receive the difference between their salary and that of the Legislature.

ARTICLE XI - SAVINGS CLAUSE

If any section, subdivision, paragraph, sentence, clause, or other part of this Agreement is determined or declared to be contrary to or in violation of any state or federal law, the remainder of the Agreement shall remain in full force and effect. The parties shall enter into negotiations to seek agreement on a mutually satisfactory replacement for that invalidated or unenforceable portion.

ARTICLE XII - PENSION PLAN

Carpenter:

- (1) The EMPLOYER hereby adopts in its entirety the Trust Agreement of the Washington-Idaho-Montana Carpenters-Employers Retirement Trust Dated May 1, 1967, and all amendments heretofore or hereafter adopted. By this reference said Trust Agreement is incorporated herein as a part of this Agreement.
- (2) The EMPLOYER, on behalf of its Carpenter employees for whom contributions are made, agrees to be bound by the acts of the Trustees and their successor Trustees designated in the manner provided

under the Trust Agreement. Further, the EMPLOYER does accept as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees.

- (3) It is specifically understood by all parties that upon serving written notice to the EMPLOYER, the UNION shall be permitted to divert any or all wage increases to increase EMPLOYER contributions to the Retirement Trust Fund. In the event the UNION exercises this option, the wage increase shall be decreased in the same amount as the increased contributions to the Retirement Trust Fund.
- (4) This Agreement shall apply only to bargaining unit employees at School District No. 1 of Silver Bow County, Montana where all permanent Carpenter employees have voted unanimously to participate in the Washington-Idaho-Montana Carpenter-Employers Retirement Trust.
- (5) The TRUST FUND shall accept and administer the contributions made by the Employer on behalf of those employees for whom contributions were made. The TRUST FUND shall provide retirement benefits to the participating employees in accordance with the terms and conditions of the Trust Agreement and associated Plans and Documents.
- (6) This Participation Agreement may be terminated at any time by either party by giving ninety (90) days written notice of intent to terminate to the other party.

IUPAT Industry Pension Fund:

- 1. (a) Commencing with the 1st day of June, 1995, and for the duration of the Agreement, and any renewals or extension thereof, the Employer agrees to make payments to the IUPAT Industry Pension Fund for each employee covered by the agreement, as follows:
- (b) Until January 1, 2012, for each hour or portion thereof for which an employee receives pay, the Employer shall make a contribution of \$1.00/hour to the above named Pension Fund effective 1/1/12; the Employer shall make a contribution of \$1.35/hour to the above-named Pension Fund.

Notwithstanding any other provision of this Agreement, the parties agree to make contributions to the IUPAT Industry Pension Plan as follows:

Beginning September 1, 2017, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$1.49 to the IUPAT Industry Pension Plan.

Beginning September 1, 2018, for each hour, or portion thereof, for which an employee receives pay, the Employer shall make a minimum contribution of \$1.63 to the IUPAT Industry Pension Plan.

The parties agree that no later than June 1, 2021, the contribution rate to the IUPAT Industry Pension Fund for each hour, or portion thereof, worked shall be increased to \$2.03, funded by employee. Prior to that time, the parties will meet bi-annually to agree upon an annual contribution rate.

- (c) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement, shall be counted as hours for which contributions are payable.
- (d) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.

- (e) The payments to the Pension Fund required above shall be made to the IUPAT Industry Pension Fund, c/o Wilson-McShane Corporation, 3001 Metro Drive, Suite 500, Bloomington, MN 55425, which was established under an Agreement and Declaration of Trust, dated April 1, 1967.
2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
 3. All Contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article VI, Section 6 of the said Agreement and Declaration of Trust.
 4. If an Employer fails to make contributions to the Pension Fund within twenty days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.
 5. The Pension Plan and Annuity Plan adopted by the Trustees shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the IUPAT Industry Pension Fund as a deduction for income tax purposes.

ARTICLE XIII – UNION DUES CHECK-OFF

Carpenter: The Employer shall, for the term of this agreement, deduct working dues in an amount from wages, which has been or will be in the future authorized by the membership. The working dues, which are deducted, shall be paid monthly by the fifteenth (15th) day of the month following the month in which they are deducted.

Painter: The Employer agrees to check-off from the wages of all employees covered by this Agreement, during the term of this Agreement, union dues for employees covered by this Agreement in the amounts stated in the Bylaws for Painters and Allied Trades District Council 82 and Local Union 1922 for each hour worked or paid for. Dues shall be remitted to the Union, c/o Wilson-McShane Corporation, 3001 Metro Drive, Suite 500, Bloomington, MN 55425. The Employer shall forward dues monthly by the fifteenth (15th) day of the month following the month in which they are deducted. The obligation of the Employer under this Section shall apply only to those employees who have signed voluntary authorizations for dues check-off.

ARTICLE XIV - TERMS OF AGREEMENT

This Agreement shall be binding until August 31, 2021 and shall be considered as renewed from year-to-year thereafter unless either party hereto gives written notice to the other of their desire to have the Agreement modified; such notice must be given prior to May 1, 2021. If such notice is not given, this Agreement shall remain in full force and effect pending all negotiations concerning modifications of any provision thereof. Each party waives the right to any further negotiations for the term of this Agreement, except by mutual agreement.

IN WITNESS WHEREOF, the parties hereto set their hands:

By: _____	By: _____
Ann Boston, Chairperson	Terry Nelson, Business Manager
Board of Trustees	District Council 82 and Local No. 1922 of
School District No. 1	the International Union Of Painters

By: _____
Ron "Joel" Worth, Representative
Pacific Northwest Regional Council Of
Carpenters

ATTEST:

By: _____
Kevin Patrick, Director of Business Affairs
School District No. 1