

A G R E E M E N T

Between the

BOARD OF TRUSTEES

of

SCHOOL DISTRICT NO. 1

SILVER BOW COUNTY, MONTANA

and the

BUTTE TEACHERS' UNION

Local 332, MFPE, NEA, AFT, AFL-CIO

Covering the

SECRETARIAL AND CLERICAL PERSONNEL

of

School District No. 1

July 1, 2019 to June 30, 2021

TABLE OF CONTENTS

Article I - Coverage of Agreement.....	1
Article II - Jurisdiction	1
Article III - Hiring Union Membership	1
Article IV - Hours of Work	2
Article V - Vacations.....	3
Article VI - Holidays	3
Article VII - Sick Leave.....	4
Article VIII - Personal Leave.....	5
Article IX - Seniority & Job Security	5
Article X - Health & Welfare	7
Article XI - Grievances.....	8
Article XII - Leaves of Absence	9
Article XIII - Terms of Agreement.....	10
Signatures	10
Exhibit A – Salary and Classification Schedules 2019-2021	11
Clerical Matrix Placement & Positions.....	12

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July 2019, by and between SCHOOL DISTRICT NO. ONE, SILVER BOW COUNTY, MONTANA, TRUSTEES, hereinafter referred to singularly and collectively as "Employer" and BUTTE TEACHERS UNION, LOCAL 332 MFPE, NEA, AFT, AFL-CIO, hereinafter referred to as the "Union".

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

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

ARTICLE I: COVERAGE OF AGREEMENT

This Agreement shall cover all clerical and secretarial personnel employed by the Employer; which, said personnel shall hereinafter be referred to as employees.

ARTICLE II: JURISDICTION

The Union shall have jurisdiction over all clerical, secretarial and office work covered by this Agreement; with the exception of supervisory personnel having the right to hire, fire or discipline, and the Superintendent's Secretary, the Board Secretary, the Human Resources Secretary, and the Payroll Supervisor.

ARTICLE III: HIRING UNION MEMBERSHIP

- A. All employees, after thirty (30) days of employment, shall be and remain members of the Union.
- B. These Articles shall not be changed or deviated from without the written mutual consent of the parties.
- C. An employee shall not be discriminated against for Union affiliations, activities, upholding Union principles or serving on a Union committee.
- D. The Employer shall provide the Union by September 30th of each year a full and complete list of all members by job (range) classification, entry date, and location, together with a copy of the job description for that position.
- E. The Union recognizes that it is a management right to determine the methods, means, job classifications, and personnel by which School District operations are to be conducted. Exhibit A is for the sole purpose of relating work performed to a pay system and that the District may add or eliminate categories as needed.

ARTICLE IV: HOURS OF WORK

- A. Elementary clerical positions begin one (1) week prior to the first day of school for teachers and end one (1) week after the last day of school for teachers (1664 hours per year). (At the discretion of building principals, elementary secretaries may be called out prior to their normal start date.)

The following positions begin three (3) weeks prior to the first day of school for teachers and end three (3) weeks after the last day of school for teachers (1824 hours per year):

Middle School Secretaries (2) – East Middle School

Assistant Principal's Secretary (1) – Butte High School

High School Attendance Secretaries (2) – Butte High School

The District Receptionist works August 1 through June 30.

12-month employees work 2,080 hours per year (260 days).

The hours set forth above are guaranteed regardless of extenuating circumstances.

- B. Effective August 1, 2017, a normal workday for employees shall consist of a maximum of 8 hours. The normal workweek shall consist of five (5) workdays, Monday through Friday. If the 12 month employee is on a pre-arranged four (4) day summer work schedule, overtime at the rate of one and one-half times the regular hourly wage will not be paid until the employee exceeds 40 hours in a work week.
- C. A normal workday for all clerical positions shall consist of a maximum of eight (8) hours. The District has established the work week as Monday-Sunday. The normal workweek shall consist of five (5) workdays, Monday through Friday. All time worked in excess of forty (40) hours per week shall be compensated for at one and one-half times (1½) the regular hourly rate. In the event that the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day preclude the Payroll Bookkeeper from working forty (40) hours in a work week, the Payroll Bookkeeper shall be compensated at one and one-half times (1 ½) for time worked in excess of eight (8) hours per day. If the Payroll Bookkeeper uses sick, vacation, or personal time, she will be compensated at one and one half (1 ½) only after working in excess of forty (40) hours per week.
- D. The core hours for a workday will be between the hours of 7:00 a.m. and 5:00 p.m. and shall be set by mutual consent of the employee and his/her supervisor. However, the District reserves the right to establish alternative core work hours for certain positions based on the needs of the District and the job requirements. Employees will be allowed a one-half (1/2) hour unpaid lunch period. By mutual consent between employee and supervisor, a member may choose to take a one hour lunch but still fulfill the required work hours.
- E. With the permission of the immediate supervisor, for 12 month employees only, personnel may during summer months arrange their work week schedule to fit a four day work week. It is with understanding that overtime will not be paid until the employee exceeds forty (40) hours of work within the pre-arranged work week. This may not occur during a week with a scheduled holiday.
- F. If the School District Calendar designates early dismissal days for all schools on any of the following days:

Wednesday before Thanksgiving

Day before Winter Break

Day before Spring Break

The District will also designate early dismissal days for Clerical Personnel on these days.

The 4th dismissal day will be granted as follows:

Halloween – Elementary Secretaries

Designated middle school early out – East Middle School Secretaries

BHS Homecoming – High School Secretaries

All other clerical personnel (BHCC/Alternative Ed, Administration, Curriculum, Warehouse, Transportation, and Maintenance Secretaries) will receive an early out at the discretion of their immediate supervisor on a day that does not affect their department.

Early dismissal time will be three hours prior to the clerical usual release time, with full pay.

G. Payday for the Clerical unit will be the 20th of each month, the work day before will be the payday if the 20th falls on a weekend or Holiday. All new hires will be placed on direct deposit. Election of direct deposit is irrevocable.

H. Wages shall be paid in accordance with Exhibit A – Salary and Classification Schedule.

I. All members required to travel as part of their duties will receive a travel allowance for mileage in accordance with district policy.

J. One full-time secretary will be provided for each elementary school.

K. Listed below are some of the allowable payroll deductions including but not limited to:

B.T.U., MFPE, NEA and AFT Dues

United Way

Public Employees Retirement System

Montana Shares

Horizon Credit Union for HSA HDHP

ARTICLE V: VACATIONS

A. In addition to their wages as provided herein, employees shall receive paid vacations based upon their time of service for the employer. Vacation credits in compliance with Montana Code Annotated 2-18-611 may be computed as follows:

1 day through 10 years: .05769 multiplied by number of hours worked

11th year through 15 years: .06923 multiplied by number of hours worked

16th year through 20 years: .08077 multiplied by number of hours worked

More than 20 years: .09231 multiplied by number of hours worked

B. Excluding Board-approved Maternity or FMLA leaves, employees must use all accrued Vacation time before being allowed to take leave without pay.

ARTICLE VI: HOLIDAYS

No employee shall be required to work on any paid holiday listed below unless compensated at the rate of one and one-half times above the negotiated salary rate for that employee. The paid holidays will be: New Year's Day, Thursday, Friday, and Monday of Spring Break, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve,

Christmas Day, New Year's Eve. The Spring Break Monday holiday may be rescheduled to help with the School Calendar. When the holiday falls on a Saturday, the previous Friday shall be considered the Holiday. When the Holiday falls on a Sunday, the following Monday shall be considered the Holiday. If the above Holidays interfere with the School Calendar, other arrangements will be made. If the Holiday falls during a four day workweek period, the employee will revert back to a 5-day workweek, taking only his/her regularly scheduled hours of holiday pay (8 hours). Employees have to be in pay status (work or use accrued hours) the day before or following a Holiday, to receive the Holiday Pay. Employees retiring effective December 31st will be paid the December Holidays.

ARTICLE VII: SICK LEAVE

- A. Sick leave, including accrual and severance payment will be in accordance with Montana Code Annotated 2-18-618. Sick leave credits may be computed by multiplying the number of hours worked by .04615
- B. SICK LEAVE BANK: A Sick Leave Bank is established for employees to draw upon in case of absence for serious illness, accidents, hospitalization or disability extended beyond accumulated sick leave for themselves or their immediate family. The Sick Leave Bank is not intended as a protection for long-term catastrophic illness or hospitalization. It cannot be a substitution for insurance programs that cover periods of long-term disability. The union shall establish a committee to administer the sick leave bank. The committee shall establish guidelines for the administration of the Sick Leave Bank. The sick bank will be maintained by the Payroll Department and can be reviewed, at any time, with adequate prior notification, by the members of the Sick Bank Committee. Changes to the sick leave bank will be communicated to the payroll department by the Sick Leave Bank Committee.

GUIDELINES FOR THE SICK LEAVE BANK

- 1. An employee who wishes to participate in the sick leave bank will apply, in writing, to have two (2) sick days deducted from his/her accumulated sick leave.
 - 2. When the number of sick days fall below 24 days in one-year period the Union will ask members of the bank to donate one (1) day. If the number is not below 24 no days will be donated by the members for the year.
 - 3. Current employees may join or withdraw from the Sick Leave Bank only during open enrollment, which is September 1 through September 30 of each year. Newly hired employees may join the bank within 120 days of initial hire.
 - 4. Newly hired employees shall not be granted sick leave bank days until they have been continuously employed for six (6) months.
- C. Excluding Board-approved Maternity or FMLA leaves, employees must use all accrued Sick time before being allowed to take leave without pay when sick or caring for a sick family member.

ARTICLE VIII: PERSONAL LEAVE

- A. In addition to vacation, holiday, and sick leave provisions provided by this contract, each employee may elect to take three (3) days per year for personal reasons. Unused personal days will be rolled into the employee's accumulated sick leave.
- B. Excluding Board-approved Maternity or FMLA leaves, employees must use all Personal Leave time before being allowed to take leave without pay.
- C. Bereavement Leave: In the event of death in the immediate family, an employee may use sick leave not to exceed the number of days the employee has accrued. If the employee is absent more than ten (10) days the employee should request FMLA and be Board approved.

ARTICLE IX: SENIORITY & JOB SECURITY

- A. Seniority shall be considered when a vacancy is filled or a request for a transfer is received. A seniority list shall be maintained and upgraded each year by the District with copies given to the Union by January 1st.
- B. Definition of Seniority: Regular employees attain their seniority in the following manner: Upon the successful completion of the probationary period and confirmation by the Board of Trustees, the employee's name shall be added to the seniority list as of the date of their original employment as a regular and continuous employee within the bargaining unit.
- C. Probationary Period:
 - 1. Probationary period shall be defined as 90 scheduled workdays. The purpose of the probationary period shall be to prove the employee holds the qualifications to perform the duties of a particular job.
 - 2. The District may only release an employee during the probationary period (for transfers, or reduction in force transfers) if the district has notified the employee in writing, of their deficiencies and provided adequate time and assistance to correct them. This probationary period for transfers and/or RIF transfers may be extended by agreement of the District and the Union.
- D. Transfers: Any new position or vacancy as a result of transfer, resignation, retirement, termination or death shall be filled through the regular transfer process. When a vacancy occurs, a notice of internal transfer opportunity or a Job Fair will be sent to each member who has attained seniority via email during the school year or via U.S. mail to the member's last known home address during the summer months. The Job Fair will be held at least five working days later. If an employee cannot attend in person, they can designate a proxy and provide the proxy with a list of positions in which they are interested. Individuals who are not in attendance or do not appoint a proxy forfeit their right to bid and will not be placed in a vacancy. The most senior employee to bid a position shall have the first right to the position. If an employee transfers into another position, their position will be announced for bid at the Job Fair. Upon transfer into a position, an employee will be required to complete a probationary period as described above. An employee cannot transfer into another position during a probationary period but may apply for the position if it is advertised to the public. If the employee is not able to satisfactorily perform the requirements of the position, he/she will

not be eligible to return to their former position and may be released from employment with the District.

- E. To exercise his/her seniority rights for transfer into any clerical position, an employee must meet the qualifications as established in the job description for this position. The District reserves the right to determine qualifications.
- F. Reduction in Force: A layoff or reduction in force shall be accomplished by applying total seniority. If a reduction in force becomes necessary, the last hired by the District shall be the first employee laid off. A position vacated due to a reduction in force is not subject to the transfer process. Thereafter, if a job opening occurs within the District, the most senior displaced employee shall have the first right to any position occupied by an individual with less seniority. Upon acceptance of the position, the employee shall serve another probationary period. This process continues until all vacant positions have been filled.
 - 1. Members who have been laid off or terminated in the aforementioned manner shall be placed on the clerical substitute list and all substitute work shall be first distributed to those individuals on layoff and on a rotating basis. Further, these members shall retain their seniority unless they leave the District.
 - 2. A displaced employee who moves into a position who had no other option than to accept that position at a lesser salary than their prior position shall be paid at the same rate of pay earned before the displacement until that displaced employee is placed into a position with comparable pay as the position from which the employee had been displaced or 18 months lapses, whichever comes first.
- G. Recall
 - 1. Recall rights shall end 18 months from the employee's last day of work for the district and no further right to recall or reinstatement shall exist.
 - 2. No new employee shall be hired by the district for a position in this unit while an employee is on lay-off status. RIF'd employees shall be recalled in inverse order. It is understood that the district will post vacancies for internal transfer before an employee on lay-off is recalled. If the RIF'd employee takes a lesser position the employee shall retain the right to transfer to a position comparable to the original position held before the RIF. A recalled employee shall serve another probationary period as described above. This right shall terminate after one transfer or 18 months, whichever comes first.
 - 3. When placed on lay-off, it is the employee's responsibility to maintain a current address with the district. Employees who were affected by a reduction in force and are no longer employed by the district will be notified by registered mail, return receipt requested, of an available opening and will have 25 working days from date of mailing to accept reemployment. Failure to accept re-employment within the 25 days shall constitute forfeiture on behalf of the employee to any further rights of reinstatement or reemployment. The district will have fulfilled its responsibility upon the mailing of the registered letter.

ARTICLE X: HEALTH & WELFARE

- A. On or before April 1st, the Butte Teachers Union shall annually write specifications, call for sealed bids, select a medical, surgical plan, and shall contract for the same for the benefit of its membership.
- B. The District shall pay on behalf of each full-time member of this bargaining unit for a medical, surgical, dental, and life insurance plan for the term of this agreement as follows:
Effective 7/1/19 the District will pay monthly \$812 per month or \$9,744 annually
Effective 7/1/20 the District will pay monthly \$837 per month or \$10,044 annually
The months of June, July and August shall be considered part of the school year for this purpose, so for each clerical employee fulfilling his other contract obligations for the school year, the District is obligated to pay the above listed amount for each of these three months. All current bargaining unit members shall continue to receive full insurance benefits for as long as they are employed in a bargaining unit position, whether employed full-time or part-time. After 6/10/93, the District will provide pro-rated benefits to newly hired part-time bargaining unit members. Benefits may be pro-rated based on an eight (8) hour day, but in no case shall the District pay less than one-half (½) of the insurance contribution provided to full-time unit members.
- C. If possible, payroll deductions for that portion of the annual premium to be paid by each employee will be made in equal amounts per pay period
- D. For anyone hired prior to 1/1/00, the District provides the following retirement incentive: Members of the bargaining unit who retire with at least 20 years of employment with School District No. 1 and will be receiving PERS benefits shall be entitled to the contribution listed below if they are participants of the insurance plan. Employees must notify the Superintendent of the intent to retire at least 12 months in advance. This notice is irrevocable and no exceptions will be granted. Retirements will be submitted to the Board for action prior to the retirement date. Failure to provide timely notification will result in loss of benefits for the first twelve months of retirement. The Board shall waive the 12-month notification if the employee becomes aware of a health condition, as diagnosed by a medical doctor, that prohibits further employment. For anyone retiring prior to 2/1/01, notice must be submitted by 4/15/00.

The District will contribute toward an insurance premium an amount equal to the District's monthly contribution paid during the first school year after the retiree is no longer employed with the District but not less than the contribution paid during their last year of employment with the District. However, the contribution will not exceed the amount of the health, dental, vision and life insurance premium. The contribution will continue for ten years or until the death of the employee, whichever occurs first.

For members hired after 1/1/00 and prior to 07/01/15, the District provides the following retirement incentive: Members of the bargaining unit who retire with 30 years of employment with School District No. 1 and have 30 years or more of membership service in PERS and are receiving a benefit from them, shall be entitled to the contribution listed below if they are

participants of the insurance plan. Employees must notify the Superintendent of the intent to retire at least 12 months in advance. This notice is irrevocable and no exceptions will be granted. Retirements will be submitted to the Board for action prior to the retirement date. Failure to provide timely notification will result in loss of benefits for the first twelve months of retirement. The Board shall waive the 12-month notification if the employee becomes aware of a health condition, as diagnosed by a medical doctor that prohibits further employment.

The District will contribute toward an insurance premium an amount equal to the District's monthly contribution paid during the first school year after the retiree is no longer employed with the District but not less than the contribution paid during their last year of employment with the District. However, the contribution will not exceed the amount of the health insurance premium. The contribution will continue for ten years or until the death of the employee, whichever occurs first.

- E. Retirees will have the option to receive a monthly cash allowance in lieu of insurance payment equal to the contribution as described above in Section D.
- F. The election made at retirement to receive either the benefit provided in Section D above or the benefit provided in Section E above is irrevocable.

ARTICLE XI: GRIEVANCES

Grievance Procedure:

- A. A grievance shall mean a complaint by an employee that (1) he has been treated unfairly or inequitably, (2) there has been a violation, misinterpretation, or misapplication of the provisions of this agreement or of established policy or practice.
- B. As used in this article, the term "employee" shall mean (1) an individual clerical employee, (2) a group of employees having the same grievance, (3) the Butte Teachers Union.
- C. Procedure:
 - Step 1: An employee and the Union grievance committee chairman (if the employee so desires) shall first discuss the problem with the building or program administrator within twenty working days of the first occurrence of the problem.
 - Step 2: If the matter is not satisfactorily adjusted within five working days after the last discussion, the employee, with the assistance of the grievance committee chairman, shall submit the grievance in writing within five school days to the superintendent of schools. The superintendent may request a meeting with the employee and the grievance committee chairman prior to making his decision, but in any event, must render his decision in writing with copies to the employee and the Union within ten working days of written submission to him by the employee or within ten days after the meeting, whichever occurs later.
 - Step 3: In the event a grievance shall not have been settled under the procedures above, the aggrieved may proceed directly to arbitration, which shall be binding on both parties.

Notice of intention to request submission to arbitration must be sent in writing to the School Board by the employee within five (5) working days after receiving the decision of the Superintendent or within fifteen working days of the date of the written grievance was submitted if no response was received.

If the employee or the Union fails to timely file or submit the grievance to the next step or otherwise deviates from the steps of this procedure, the grievance is forever waived and/or the grievance is deemed settled. If the Employer fails to timely respond to a grievance, the grievance is deemed denied and the employee may file at the next step. The parties may, by written agreement, change any time limit on Steps in the procedure.

In the event a grievance shall not have been settled under the procedures above, the aggrieved may proceed directly to arbitration through the State of Montana Department of Personnel Appeals. The expense of arbitration shall be borne equally by the parties involved.

In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.

No clerical employees at any stage of the grievance procedure shall be required to meet with an administrator without Union representation.

ARTICLE XII: LEAVES OF ABSENCE

Maternity Leave:

Maternity leave shall be granted as needed.

- A. Leave Period - Maternity leave shall be granted for a period of time that shall allow a maximum of one (1) year following birth or adoption. However, she may resume her job as soon as she and her doctor agree she is physically qualified. On request, renewal of leave may be granted for up to two (2) additional years for child rearing.
- B. Seniority and Reinstatement - An employee absent on maternity leave shall be entitled, on return, to the same job she held at the time she went on leave, or if her position has been abolished, to a comparable position.
- C. Benefits - All accumulated leave may be applied to each maternity leave and any pre-natal complication therefrom.

Clerical personnel on maternity leave shall be permitted to perform substitute clerical services after she and her physician have deemed her physically qualified.

Sick Leave:

- A. Upon proper certification of illness by a physician, any member of the clerical staff may receive a leave of absence for up to one year. This leave may be renewed upon proper certification and Board approval.
- B. The Board of Trustees may grant leaves of absence upon request for illness in the family.

Other Leave:

- A. In case of absence from duty in response to a court subpoena, or an administrative hearing in which clerical personnel is not a party, there shall be deducted from the salary of same clerical personnel 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 clerical personnel 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 proceedings or administrative hearing in which the clerical person 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 a jury summons, the clerical person shall have deducted from his salary the compensation received while on jury duty.

ARTICLE XIII: TERMS OF AGREEMENT

This Agreement shall be binding until June 30, 2021. This Agreement shall be considered as renewed from year to year after June 30, 2021; unless either party hereto shall give written notice to the other of their desire to have this Agreement modified (such notice shall be given by the first of February prior to the expiration of the contract).

If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program during the term of the Agreement, either party may give notice to the other within ninety (90) calendar days after such enactment of its intention to renegotiate the impact of such changes.

This Agreement shall be printed in book form to be paid for by the District and made available to Union members within 30 days, but not more than 45 days, after approval by the Union and by the Board.

IN WITNESS WHEREOF, the parties hereto set their hands on this 1st day of July 2019.

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 1
SILVER BOW COUNTY, MONTANA

BUTTE TEACHERS' UNION
LOCAL 332
BUTTE, MONTANA

BY: _____
Ann Boston, Chairperson
Board of Trustees
Butte School District No. 1

BY: _____
Mike Kenison, President
Butte Teachers' Union, Local 332

ATTEST:

Kevin Patrick, Director of Business Affairs
Butte School District

EXHIBIT A
SALARY AND CLASSIFICATION SCHEDULE
(Annual Increases are effective July 1.)

2019-2020	
Step 1	16.35
Step 2	16.35
Step 3	16.35
Step 4	16.85
Step 5	17.35
Step 6	17.85
Step 7	18.35
Step 8	18.84
Step 9	19.34
Step 10	19.82
Step 11	20.32
Step 12	20.81
Step 13	21.32
Step 14	21.82
Step 15	22.28
Step 16	22.46
Step 17	22.61
Step 18	22.79
Step 19	22.94
Step 20	23.13

2020-2021	
Step 1	16.68
Step 2	16.68
Step 3	16.68
Step 4	17.19
Step 5	17.70
Step 6	18.21
Step 7	18.72
Step 8	19.22
Step 9	19.73
Step 10	20.22
Step 11	20.73
Step 12	21.23
Step 13	21.75
Step 14	22.26
Step 15	22.73
Step 16	22.91
Step 17	23.06
Step 18	23.25
Step 19	23.40
Step 20	23.59