

AGREEMENT

Between the

BOARD OF TRUSTEES

Of

SCHOOL DISTRICT NO. 1, SILVER BOW COUNTY, MONTANA

And The

BUTTE TEAMSTERS' UNION, LOCAL NO. 2

Covering the

FOOD SERVICE EMPLOYEES

Of School District No. 1

July 1, 2019 through June 30, 2021

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AGREEMENT

THIS AGREEMENT made and entered into July 1, 2019, by and between SCHOOL DISTRICT NO. 1 of SILVER BOW COUNTY, MONTANA, TRUSTEES, hereinafter referred to both singularly and collectively as the "DISTRICT," and the BUTTE TEAMSTERS' UNION, LOCAL NO. 2 affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "UNION."

WITNESSETH:

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 District, the Union, the general public, 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 food service employees of the District who perform work over which the Union has jurisdiction, hereinafter referred to as "employee(s)".

ARTICLE II - JURISDICTION

The Union shall have jurisdiction over all employees and work covered by this Agreement and all employees and work over which the Union has jurisdiction.

ARTICLE III - HIRING AND UNION MEMBERSHIP

- A. The District and the Union agree to observe existing procedures, past practices, and requirements of the parties in the employment or re-employment of the employees to perform any work covered by this Agreement.
- B. All employees shall be and remain members of the Union as a term and condition of employment, in accordance with the existing procedure, past practices, and requirements of the parties.
- C. The existing procedures, past practices, and requirements of the parties mentioned in Sections A and B of this Article shall not be changed or deviated from without the written and mutual consent of the parties.

ARTICLE IV - DEDUCTION OF DUES

The secretary of the Union will furnish the District with a list of the members and the amount to be deducted from the pay of each regular employee, provided said member shall previously have notified the District in writing that it is her/his desire the District deduct from her/his pay the amount of Union dues. One such list shall be deemed sufficient as long as the members are in the regular employ of the District and as long as the list is corrected currently to provide for changes.

ARTICLE V – WAGES

The following job classifications, descriptions, and corresponding wages shall be effective for the term of this Agreement as outlined in Article XVI.

- | | | | |
|----|-----------------------------|-----------------------|-----------------------|
| A. | Job Classification | <u>Wage 2019-2020</u> | <u>Wage 2020-2021</u> |
| | Head Cook | \$13.47 | \$13.74 |
| | Cook | \$12.35 | \$12.60 |
| | Cook's Helper/Server | \$12.12 | \$12.36 |
| | Retroactive to July 1, 2019 | | |
- B. Employees will be paid no less than twice a month. All new hires after July 1, 2019 will be enrolled in Direct Deposit. All payments will be directly deposited into account designated by employee.
- C. Overtime will be paid for any hours worked over 40 per week. The work week is Monday – Sunday. Overtime must be pre-approved by the Supervisor.
- D. The provision of the longevity section will apply to those employees who have completed the necessary years of service by the beginning of the payroll period of the last payment of the school year.
- | | | |
|--|---------------------|---------|
| | 5 through 14 years | \$40.00 |
| | 15 through 19 years | \$45.00 |
| | 20 + years | \$50.00 |

Employees who have taken 20 or more consecutive, unpaid working days off during the academic year are not eligible for this benefit.

ARTICLE VI - WORKING RULES

- A. Food Service staff will be scheduled all days their location is required to provide food for students. In addition they will be required to work scheduled setup, clean up and training days. Employees will be notified of their schedule.
- B. Substitutes will be provided. It is the responsibility of the absent employee to give notification to the Call-Out Clerk in a timely form in order to send out a substitute.
- C. Provisions will be made to ensure that the employees do not have to carry excessive weights.
- D. Cook's Helper/Server will not be required to put up or take down lunch tables.
- E. Any employee who wishes to buy back PERS credits will be allowed to do so.
- F. Each employee shall have an evaluation in-person by their supervisor before the Christmas Holiday every year.

ARTICLE VII - VACATION

Employees will be granted vacation as set forth in Section 2-18-611 through 2-18-617, Montana Codes Annotated. Temporary employees do not earn vacation leave credits. Unscheduled days during the summer are not counted as time worked toward the 6 calendar months.

Employees will use accrued time before being allowed to use leave without pay.

ARTICLE VIII - HOLIDAYS

The following holidays will be given with pay: Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Mother's Day, Friday of Spring Break, (if Friday of Spring Break is cancelled, the holiday will revert to the original Holiday-Good Friday), Memorial Day, Labor Day, Friday during teachers convention for all employees scheduled to work the week the holiday falls in. If the above Holidays interfere with the School Calendar, other arrangements will be made.

Any holiday hours worked will be compensated at one and one-half (1 ½) times the hourly wage rate. To be eligible for holiday pay, the employee is required to be in pay status - work or use accrued hours the day before and following a holiday.

ARTICLE IX - SICK LEAVE

Employees will be granted sick leave as set forth in Section 2-18-618, Montana Codes Annotated. Unscheduled days during the summer are not counted as time worked toward the 90 days of continuous employment required before being allowed to use sick leave. An employee's sick leave accumulation will be placed on the payroll check stub and reported quarterly. Employees must use accrued sick time before allowed to be on leave without pay. Employer may require documentation from medical provider for sick leave if the employee has shown a pattern of abuse of the sick leave policy.

ARTICLE X - HEALTH AND WELFARE

- A. The District shall pay, on behalf of each fulltime employee of the bargaining unit, a contribution towards a health and welfare plan covering the employee, which includes medical, dental and optical insurance coverage for the term of this Agreement as follows:

Effective 7/1/19 \$620 per month

Effective 7/1/20 \$645 per month

For anyone hired after January 1, 2014, the District will pay a prorated share of the District's contribution toward health and welfare benefits based on the number of hours of an employee's regular assigned position.

6 hours/day or more 100% of the District's contribution

4 – 5.99 hours/day 75% of the District's contribution

- B. Any difference between the District's contribution and the actual premium shall be deducted from the employee's paycheck. Employees who do not participate in the insurance program shall receive no contribution. At no time will the District's contribution exceed the cost of the insurance premium for the employee.
- C. If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program or if a special session of the Montana Legislature increases funds available to the school District during the term of this Agreement, either party may give notice to the other within ninety (90) calendar days after such enactment of its intent to renegotiate the impact of such changes.
- D. 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.

- E. The Union will provide a list to the employer of those employees participating on the insurance plan and a waiver form for each employee not participating on the plan.

ARTICLE XI – RETIREMENT

- A. Eligible employees shall be covered under the Montana Public Employees Retirement System (PERS). For purposes of this section, eligible employees shall be defined in accordance with Sections 19-3-411 and 19-3-412 of the Montana Codes Annotated.
- B. Upon retirement, an employee with fifteen (15) or more years of service with the District shall be entitled to receive an additional five (5) days of pay based on the employee's rate of pay at retirement.

ARTICLE XII - SENIORITY AND JOB SECURITY

- A. After a probationary period of 65 work days an employee may not be discharged without good and sufficient cause. Work days is actual number of days the employee works and does not include unscheduled days, sick days, vacation days, holidays, etc.
- B. Seniority based on the seniority lists provided for in this section shall govern all reductions and increases in the working force, including lay-offs and rehires. A seniority list for employees covered by this Agreement shall be maintained by the District as follows: The names of all present regular employees shall be placed on the seniority list as of the date of their original employment as a regular employee; after 65 work days from the date of hire as a regular employee, a newly hired employee's name shall be added to the seniority list as of the date of such employee's employment as a regular employee.
- C. If more than one employee has the same hire date, the employee who submitted a complete hire packet to the Human Resource office first will be marked with an (A) following the date of hire, then the employee with the next packet submittal date will be marked with a (B) and so on.
- D. Seniority shall be considered when a vacancy is to be filled and a request for transfer is received. To exercise their seniority for transfer into a Head Cook position, an employee must meet the minimum qualifications as established in the job description for this position. Federal requirements mandate that individuals pass a test for the Head Cook position. The District reserves the right to determine additional qualifications. If an employee bids into a position with more duties and responsibilities, the employee, after receiving proper training and orientation, has a new probationary period of 65 work days. If the employee cannot fulfill the requirements of the new position, they will have the opportunity to transfer into a vacant position for which they qualify.
- E. Seniority shall prevail when a reduction in force necessitates a layoff. In this event, the last employee in the bargaining unit hired by the District shall be the first employee laid off. Thereafter, if a job opening occurs within the bargaining unit, the most senior employee on layoff shall have the first right to recall into that position.

- F. When placed on layoff, an employee is responsible to provide the District with a current mailing address and phone number where he/she can be contacted. If a position becomes available within the bargaining unit, the District will provide written notice of recall to the employee by registered mail, return receipt requested. Within twenty-four (24) hours of receipt of such notice, the employee will be required to contact the District and state his/her intention to return to work. The employee shall have fourteen (14) calendar days after receipt of recall notice to return to work. An employee who does not return to work when recalled will forfeit his/her seniority and any further right to recall.
- G. Recall rights shall terminate automatically twelve (12) months from the date of layoff and no further right to recall shall exist.
- H. To the extent practicable, the District will provide notice of a reduction in force within the bargaining unit for the following year to the Union and the employee(s) affected prior to the fourth Monday in June of each year.
- I. If a position in the regular work force is vacated during the school year, and the District decides to fill the position, the District has 45 working days to offer and fill said position through the internal transfer process. However, if a position is vacated after April 1 and the District decides to fill the position, the position will not be filled until the beginning of the next school year.
- J. The District will establish a list of substitutes. An employee on layoff within the bargaining unit shall be placed on the substitute list for food service employees. All substitute work shall be first distributed on a rotating basis to employees on layoff. Should a vacancy occur within the bargaining unit, and to the extent that there are no employees on layoff, the District may elect to hire an employee on the substitute list for a regular full-time position within the bargaining unit. Preference by District experience and evaluation will be given to substitute employees.
- K. All District approved summer work shall be offered by seniority.

ARTICLE XIII - GRIEVANCE PROCEDURE

- A. 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 or of existing customs, practices, usage, rules, working conditions.
- B. **GRIEVANCE STEPS**
 - Step 1. Any dispute that may arise must be presented to the employee's immediate supervisor by the employee or along with his or her union representative within 15 working days of its occurrence. Within 5 working days of receipt of such dispute, the immediate supervisor shall advise the employee or his or her Union representative of his decision.
 - Step 2. If the parties fail to resolve the dispute in Step 1, the issue may be appealed to the Director of Labor Relations and Human Resources by the Union Representative 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 and Human Resources shall meet

with the employee and/or his or her Union representative to discuss the dispute. Failing resolution at this meeting, the Director of Labor Relations and Human Resources shall render a decision within 5 working days.

Step 3. If a satisfactory settlement is not reached in Step 2, the grievance shall be reduced to writing and must be presented to the Superintendent or his/her representative within 10 working days of the decision in Step 2 by the Director of Labor Relations and Human Resources. Within 5 working days of receipt of such appeal, the grievance shall be considered at a meeting of the Union Committee with the Superintendent. Failing resolution at this meeting, the Superintendent shall notify the Union, in writing, of a 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 in 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 given written notice to the other party.

C. ARBITRATION.

1. 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 Board of Personnel Appeals 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 Board of Personnel Appeals. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties.

2. Rules of Procedure for Arbitration

- a. The fees and expenses of the arbitrator shall be shared equally by the parties.
- b. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.

3. Time Limits

- a. Time limits as defined in this Article may be extended only by mutual agreement between the parties. Saturdays, Sundays, and Holidays are not considered working days.
- b. 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 XIV – NON-DISCRIMINATION

In the performance of all matters relating to this Agreement, the parties hereto agree to refrain from discrimination against any person or persons on the basis of race, gender, sexual orientation, gender identity or gender expression, or because of their association with a person or group of people so identified, age, national origin, political or religious affiliation, disability or

membership in any labor union.

ARTICLE XV - SAVINGS CLAUSE

In the event this Agreement or any part or portion thereof is declared illegal or the enforcement thereof is restrained or enjoined by a court of final resort having jurisdiction, or by enactment of any law, then the parties hereto agree to immediately renegotiate this Agreement, or any part of portion thereof, so declared illegal or restrained or enjoined.

ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2019 and shall continue for the period of two years until June 30, 2021 when it automatically renews itself and continues in full force and effect from year to year thereafter unless written notice is given by either party to this Agreement prior to May 1, 2021, or any year thereafter, that changes are desired in any or all of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands on July 1, 2019.

SCHOOL DISTRICT NO. 1
SILVER BOW COUNTY, MONTANA

TEAMSTERS' UNION
LOCAL 2

By: _____
Ann Boston, Chairperson
Board of Trustees

By: _____
Aaron Ralph
Business Representative

ATTEST: _____
Kevin Patrick
Director of Business Affairs