

AGREEMENT

Between the

BOARD OF TRUSTEES

of

SCHOOL DISTRICT NO. 1, SILVER BOW COUNTY, MONTANA

and the

BUTTE MACHINIST UNION, LOCAL 88

Covering the

MECHANIC AND GARAGEMAN

of

SCHOOL DISTRICT NO. 1

JULY 1, 2019 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

Article I - Jurisdiction	1
Article II - Union Security and Dues Check Off.....	1
Article III - Savings Clause.....	1
Article IV - Subcontracting.....	2
Article V - Hours of Work	2
Article VI - Overtime.....	2
Article VII - Reporting and Call Out	2
Article VIII - Wages and Classification.....	2
Article IX - Shift Differential.....	3
Article X - Discrimination	3
Article XI - Payday	3
Article XII - General Conditions.....	3
Article XIII - Grievance and Arbitration.....	3
Article XIV - Holidays.....	5
Article XV - Vacation	5
Article XVI - Sick Leave	6
Article XVII – Early Return to Work.....	7
Article XVIII – Seniority	8
Article XIX - Health and Welfare	8
Article XX - Pension.....	8
Article XXI - Retirement	9
Article XXII - No Strike, No Lockout	9
Article XXIII - Rights of Management	10
Article XXIV - Term of Agreement.....	10
Signatures.....	11

A G R E E M E N T

This Agreement made and entered into July 1, 2019 through June 30, 2021, by and between Butte School District No. 1, Butte-Silver Bow, Montana, herein referred to as the "District", and the Butte Machinists' Union, Local 88, affiliated with the International Association of Machinists and Aerospace Workers (IAM) herein referred to as the "Union".

Witnesseth, in consideration of the mutual benefits accruing to and hereafter to accrue to the respective parties, it is agreed as follows:

ARTICLE I - JURISDICTION

- A. Machinists' work shall be defined as follows: All erecting, dismantling, assembling, and repairing of machinery on automobile and motorcycles, trucks, tractors, trailers, semi-trailers, loaders, graders and equipment to include all parts of the engine, such as grinding and timing valves, taking up bearings, putting in piston rings, pulling cylinders to clean carbon, and putting in all timing gears and chains, and overhauling and installing, cleaning, repairing and adjusting of all ignition, electrical, hydraulic, mechanical and other systems, and adjusting and repairing of drive trains, clutches, control levers, brakes, steering, dumping, lifting systems, all frame, body, and fender work, dump boxes, loader buckets, installation of windshields and glass, installing and repair of all air, water, oil, and fuel pumps and systems, accessories including radios and heaters. Also all oxyacetylene, electric or thermic welding and cutting and all painting heretofore done. Also making, erecting, assembling, installing, maintaining, repairing or dismantling of all or any parts of all machinery in shops, plants or buildings, outboard motors and any mechanical equipment of whatever description.
- B. All work claimed by the machinists under this Agreement shall be done by a journeyman or apprentice, and all parts that require removal from the car, truck, trailer, or equipment to be repaired shall be removed by a journeyman machinist or apprentice. This applies to work being sent to shops where other than members of the Machinists' Union do the work.

ARTICLE II - UNION SECURITY AND DUES CHECK OFF

- A. All employees of the District covered by this Agreement shall be members in good standing of Butte Machinists' Union, Local 88, or shall become members of the Union within 30 days after securing employment.
- B. The District agrees to accept and honor voluntary written assignment of Union dues and initiation fees from wages owing to members of this Union.
- C. Deduction of dues for the current month shall be made in the first pay period of each month.

ARTICLE III - SAVINGS CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a Court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect, and the parties shall meet as soon as possible to renegotiate substitute provisions for those held invalid.

ARTICLE IV - SUBCONTRACTING

The District commits itself to the objective of maintaining full time employment for its permanent employees but reserves the right to contract any and all work. The District agrees, however, that contracting of work will be limited to situations of an emergency nature where the general welfare of the public is in imminent danger, or where economies can be realized by the District.

ARTICLE V - HOURS OF WORK

- A. Eight hours shall constitute a day's work and 40 hours shall constitute a regular workweek, exclusive of a lunch period. For payroll purposes, the District has established the work week as Monday through Sunday.
- B. The District and the Union agree that a 10-hour per day 4-day workweek may be implemented during the months that daylight savings time is in effect. Changes in any article of this Agreement that may be affected by the implementation of a 4-day workweek shall be mutually agreed upon by the District and the Union. When a holiday falls within a scheduled four-day workweek, machinists will revert back to the eight-hour/day five-day workweek. Only 40 hours will be accounted for on timesheets (8 hours Holiday pay and 32 hours of scheduled work).

ARTICLE VI - OVERTIME

- A. During a five-day workweek schedule, all work in excess of 8 hours in any 1 day or 40 hours in any one-week shall be at the rate of two times the regular hourly rate. During the four-day workweek schedule, all work in excess of 10 hours in any day shall be at the rate of two times the regular hourly rate.
- B. Any machinist called out to work after completing a regular day's work shall receive compensation therefore calculated on a minimum basis of 4 hours of straight time. Employees may refuse overtime with a reasonable excuse.

ARTICLE VII - REPORTING AND CALL OUT

- A. Any machinist who reports to work shall receive at least 4 hours pay and no machinist shall be allowed to stay in the shop waiting for work unless he is being paid the regular rate. Any regular employee who works the morning shift and starts to work after lunch shall receive not less than 4 hours pay for the afternoon shift.
- B. Any machinist who is called out to work on a specific job shall only be required to work on the job he was originally called out for.

ARTICLE VIII - WAGES AND CLASSIFICATION

- A. Effective July 1, 2019, wages will be \$24.88 per hour for mechanics. Effective July 1, 2020, wages will be \$25.35 per hour for mechanics. Employees may elect to divert any portion of the wage agreement to the IAM pension if such diversion is included in the negotiated agreement approved by the Board.

B. Apprenticeship Program

First Year 65% of Journeyman Wage

Second Year 75% of Journeyman Wage

Third Year 85% of Journeyman Wage

Fourth Year 95% of Journeyman Wage

After 4 years, apprentices shall receive the minimum journeyman wage rate.

- C. A 6-month probationary period shall apply to apprentices during which time the provisions of the seniority clause (Article XVIII) shall not apply.

ARTICLE IX - SHIFT DIFFERENTIAL

Machinists shall receive an additional 30¢ per hour for all hours worked before 8:00 a.m. or after 4:30 p.m. on any scheduled shift during the school year.

ARTICLE X - DISCRIMINATION

No employee shall be discharged except for a just and sufficient cause and no employee shall be discriminated against.

ARTICLE XI - PAYDAY

It is mutually agreed between the parties that payment of wages will be made no less than twice a month. Employees payments will be direct deposited.

ARTICLE XII - GENERAL CONDITIONS

- A. The authorized Business Representative of the Union, with credentials, shall be permitted to visit employees at all reasonable times.
- B. A rest period of 15 minutes will be allowed all employees during each 8 hours of work. Two 15 minute rest periods will be allowed during each 10 hours of work if a 4 day work week is implemented. Rest periods shall be granted without any requirements to make up time.
- C. Each machinist shall receive 3 new pairs of coveralls. One pair will be received on January 1 and 2 pairs will be received on July 1 each year. The coveralls will be of the employee's choice.
- D. Effective July 1, 2017, each machinist shall receive a tool allowance of \$115.00 per month. Effective July 1, 2018, each machinist shall receive a tool allowance of \$125.00 per month. Garageman/Helper is not required to have his own hand tools. However, if he elects to have the required hand tools, he shall receive a tool allowance also.

ARTICLE XIII - GRIEVANCE AND ARBITRATION

- A. A grievance is defined as any dispute involving the interpretation, application, or alleged violation of a provision of this Agreement. A grievance or dispute that may arise shall be settled in the following manner:
- Step 1: Within 14 calendar days after its occurrence, the aggrieved party shall discuss the complaint with the immediate supervisor. Within 7 additional calendar days the supervisor or

department head will reply to the complaint. The employee may have a Union Representative present.

Step 2: If the grievance is not settled satisfactorily at Step 1, the grievance shall, within 7 additional calendar days, be submitted in writing through the Union to the Director of Labor Relations and Human Resources. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the relief requested. Within 7 additional calendar days of the receipt of the written grievance, the Director of Labor Relations and Human Resources shall contact the Business Representative or anyone so designated by the Union to schedule a meeting to discuss the grievance or misunderstanding.

Step 3: Should the Business Representative and the Director of Labor Relations and Human Resources be unable to resolve the grievance or misunderstanding within 7 additional calendar days after their meeting to discuss the grievance or misunderstanding, and if the grievance or misunderstanding involves an interpretation of this Agreement, either the Union or the District may submit the grievance or misunderstanding to arbitration pursuant to the procedures established below.

- B. The party desiring arbitration shall give to the other party written notice that the matter is to be submitted to arbitration and shall specify the grievance to be arbitrated. Within 7 additional calendar days thereafter, the other party shall give in like manner written notice specifying their reply. Upon submission of a grievance to arbitration under the terms of this section, the parties shall, within 7 calendar days after the request to arbitrate, attempt to agree upon an arbitrator. If no agreement on an arbitrator is reached after 7 calendar days, either party may request the Federal Mediation and Conciliation Service to submit a list of 5 names. Within 7 calendar days of receipt of the list, the parties shall select an arbitrator by striking 2 names from the list in alternate order, and the name remaining shall be the arbitrator. The Union and/or District shall not be permitted to assert in such arbitration proceeding any group or to rely on any evidence not shared with the other party. The arbitrator shall be empowered to make compensatory awards but shall not be empowered to add to, subtract from, and otherwise modify the terms and conditions of this Agreement. The expense of the arbitration shall be borne equally by the parties.
- C. All decisions of the arbitrator made within the scope of the submission and within the authority of the arbitrator as defined in this Article shall be final and binding on the District and the Union.
- D. If the employee or the Union fails to timely file or submit the grievance to the next step, the grievance is forever waived and/or the grievance is deemed settled. If the District fails to timely respond to a grievance, the grievance is deemed denied and the employee may file the grievance at the next step. The parties may, by written agreement, change any time limit or steps in the procedure.
- E. In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs of such transcript. If both parties want a transcript, they will share all costs equally.

ARTICLE XIV - HOLIDAYS

- A. All members of the Union shall be paid a day's pay at their regular hourly rate as set forth in Article VIII for the following holidays:
- (1) New Year's Day, January 1
 - (2) Memorial Day, the last Monday in May
 - (3) Independence Day, July 4
 - (4) Labor Day, the second Monday in September
 - (5) Friday of Teacher's Convention
 - (6) Thanksgiving Day, the fourth Thursday in November
 - (7) Day after Thanksgiving in exchange for Lincoln's birthday
 - (8) Christmas Eve, December 24
 - (9) Christmas Day, December 25
 - (10) New Year's Eve, December 31
 - (11) Two personal days to be taken when school is not in session and on or before June 30th each year.
- B. Employee's birthday will be granted to all employees with the following understanding that if the birthday falls on the employee's regular working day, they shall have the day off, or if their birthday falls on their regular scheduled day off, they shall be compensated as stated above. It is the responsibility of the employee to notify their immediate supervisor or employer 7 days prior to his birthday. Any employee requested to work on his birthday will be paid at the premium rate of pay for holiday work.
- C. Work performed on the above mentioned holiday, also work performed on Sunday including the employee's birthday, shall receive their holiday pay plus 2 times their regular hourly rate.
- D. When any of the above holidays falls on Saturday, the previous day, Friday, shall be considered the holiday. If the Holiday falls during the four-day workweek period, the employee will revert back to a five-day workweek, taking only 8 hours of Holiday pay.
- E. When any holiday falls on Sunday, the next day, Monday, shall be considered the holiday. If the Holiday falls during the four-day workweek period, the employee will revert back to a five-day workweek, taking only 8 hours of Holiday pay.
- F. Employees shall be qualified to receive pay for holidays if they have completed 30 days continuous service. Continuous service shall mean being on the payroll at the beginning of and continuing thereon through such period.
- G. Employees must be on approved leave, work or use accrued hours the day before and following a holiday to receive holiday pay.
- H. Employees retiring effective December 31st will be paid the December Holidays.

ARTICLE XV - VACATION

- A. Each full-time employee is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any

vacation leave with pay until they have continuously been employed for a period of 6 calendar months. Persons regularly employed for 9 or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order avoiding a break in service. Vacation leave credits shall be earned in accordance with Montana Code Annotated 2-18-612 Rate Earned.

- B. Permanent part-time employees are entitled to prorated vacation benefits if they have regularly scheduled work assignments and normally work at least 20 hours each week of the pay period and have worked the qualifying period.
- C. An employee who terminates his employment with the District, for reason not reflecting discredit upon 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 the above.
- D. Annual vacation leave may be accumulated to a total not to exceed 2 times the maximum number of days earned annually as of the last day of any calendar year.
- E. If a holiday occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's leave.
- F. Vacation leave shall not accrue during a leave of absence without pay that exceeds 15 calendar days.
- G. In the event of death of an employee, unused earned vacation time shall be paid the employee's heirs at his then current rate of pay.
- H. The District shall keep records of vacation leave allowances, and shall schedule vacation leave with particular regard to the seniority of employees in accord with operating requirements, and insofar as possible, with the written request of the employee. Each department shall prepare and submit a monthly report to the District on forms provided for that purpose showing the number of days taken for vacation leave for that month for each employee. Vacation time may be taken as requested by the employee and concurred in by the supervisor.
- I. Leave of absence without pay may be used to extend regular vacation, with prior approval of the District.
- J. All members of the Union shall be entitled to the following terms: (1) Employees may split vacation (minimum of 1 week); (2) vacations shall begin on the first day of the week; (3) 1/3 of the employees in each department may select the same vacation period; (4) seniority shall govern as to the choice of vacation time, but in the event of split vacations, shall apply only to the first split.

ARTICLE XVI - SICK LEAVE

- A. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned without restriction as to the number of working days he may accumulate.

- B. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds 15 calendar days. Employees are not entitled to be paid for sick leave under the provisions of this Agreement until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled the sick leave credits he has earned.
- C. Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least 20 hours each week of the pay period and have worked the qualifying period.
- D. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- E. An employee who terminates his employment with the District is entitled to a lump sum payment equal to 1/4 of the pay attributed to his accumulated sick leave. The pay attributed to his accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time the sick leave credits are paid.
- F. An employee of the District who received a lump sum payment pursuant to this Agreement and who is again employed by the District shall not be credited with any sick leave for which he has previously been compensated.
- G. Absence from employment by reason of illness shall not be charged against unused vacation leave credits unless approved by the employee.
- H. The District may require proof of illness in cases of excessive use of sick leave.
- I. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this Article.
- J. When urgently needed to care for a member of employee's immediate family who is ill, not more than 3 days are granted at one time.
- K. When there is a death in the immediate family, 5 days of sick leave may be granted. Immediate family shall mean only persons related by blood or marriage in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, grandchild, and spouse's parents, brothers, sisters, or grandparents.
- L. With prior supervisor approval, employees may use up to 10 days sick leave as personal days per year. This leave will be deducted from the sick leave.

ARTICLE XVII - EARLY RETURN TO WORK

- A. The District will make every reasonable effort to provide suitable return to work opportunities for every employee who is unable to perform his/her regular duties following a work related injury. The Union will work with the District and their membership to determine if alternate work is feasible depending on the employee's physical abilities.
- B. The Union and members will also be open to District assignments in other areas based on skills and restrictions. Only work that is considered productive and meaningful to the District and employee shall be considered. Injured workers who are participating in the early return to work program are expected to provide feedback in order to improve the program's future development.

ARTICLE XVIII - SENIORITY

- A. District agrees to present a seniority list to the Union on 1 July of each year.
- B. Seniority shall be recognized after 4 months of continuous service, dating from the first day of employment. In cases of reduction in forces, the last man hired shall be the first laid off; the last man laid off will be the first man hired.
- C. Available overtime shall be offered by job assignment on a rotating seniority basis. Refusal of overtime work shall be considered time worked for rotation purposes.

ARTICLE XIX - HEALTH AND WELFARE

- A. Effective July 1, 2019, the District will pay the Union's insurance carrier which may include but not limited to the Nelson Trust up to \$824 per month toward the health, vision, dental, disability, and life for each employee. Effective July 1, 2020, the District will pay up to \$849 per month.
- B. The employer agrees to execute a participation agreement or other forms and documents that may be required by the Trustees of the Nelson Trust to effectuate and continue in existence the Health and Welfare benefits provided by the Nelson Trust and to abide by such rules as may be established by the Trustees of said trust. On an annual basis, the Union will provide a Summary of Benefits and Coverage (SBC) for the health plan available to their membership that year.
- C. The parties agree that if the health and welfare insurance premiums exceed the caps specified in paragraph A above, the difference in cost will be paid in lieu of wages. The difference in cost will be taken from the employee's base wage.

ARTICLE XX – PENSION

The employer agrees that upon written notification by the Union, the employees covered under this Machinists jurisdiction in this Agreement may participate in the Machinists Pension Trust Fund. Any amount so designated shall be in lieu of wages. The amount will be \$4.55 effective July 1, 2019. The Employer agrees to execute such pension trust agreements, forms, or other documents as may be necessary to effectuate and to continue in existence the pension plan herein inaugurated, and to abide by such rules as may be established by the Trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of each amounts paid on account of each member in the bargaining unit.

In the event of a change in the funding status of the IAM NPF requiring increased contributions, the parties agree to open Article VIII-Wages and classification and Article XX-Pension, so employees may request a change to divert any additional monies from their wages to the IAM NPF. In the event that participation in the IAM NPF is terminated all monies currently contributed to such fund shall be returned to employees' wages.

Effective July 1, 2019 the parties have adopted the preferred schedule of the rehabilitation plan which requires an additional 2.5%, compounding annually, over the contribution rate above. This amount has been and will be diverted from wages.

ARTICLE XXI – RETIREMENT

- A. Employees of the bargaining unit who are hired prior to 7/1/04 will receive a retirement benefit provided that they satisfy the following criteria prior to retirement: (1) completed at least ten (10) consecutive years of service with the District; (2) enrolled in the insurance plan for the twelve (12) months preceding retirement; (3) receiving a benefit from PERS; and (4) provide notice no later than April 1st of their intent to retire during the following fiscal year (July 1-June 30). The District will contribute toward the employee's insurance premium an amount equal to the District's monthly contribution paid during the last year of employment. The contribution will continue for ten (10) years or until the employee'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 contribution as described above.
- B. The election made at retirement to receive either the District's contribution towards the insurance premium or cash in lieu of the insurance contribution as described above is irrevocable.
- C. The Board may waive the April 1st notice if the employee becomes aware of a health condition, as diagnosed by a medical doctor, that prohibits further employment as a mechanic. Additionally, if a member of the employee's immediate family (spouse, dependent child or parent) becomes aware of a health condition as diagnosed by a medical doctor that requires home health services to be rendered by the employee, the Board may waive the notification period.

ARTICLE XXII - NO STRIKE, NO LOCKOUT

- A. The Union agrees that during the term of this Agreement there shall be no strike or stoppage of or interference with work, and the District agrees that there will be no lockout of its employees.
- B. Any employee who violates this Article shall be subject to discipline and discharge by the District with the right of appeal to the grievance procedure only as to the determination of the question of violation.
- C. Nothing in this Agreement shall limit the District's right to extend, limit, curtail or shut down its operations when in its sole discretion it deems it advisable to do so. Whenever feasible, reasonable notice of shut down shall be given by the Union.
- D. It is understood and agreed that, should any dispute or condition arising either during or after the expiration of this contract result in a work stoppage, the Union, when requested by the District, will provide sufficient members to perform such work as may be required by the District so long as such work does not involve an attempt to produce. As to such members so employed, it is understood that if, as a result of the settlement of any such controversy leading to such stoppage of production, there shall be any increase in the wage scales of such members of the Union who have been employed during such cessation, they shall receive for such period wages at the rate finally agreed upon. The provisions of this Agreement shall be considered extended during the period of such employment.
- E. It is further agreed that during the entire period of any stoppage or production, salaried or

supervisory employees of the District shall have free access to any and all parts of the properties without hindrance or interference by members of the Union, or persons representing or under the control of the Union.

ARTICLE XXIII - RIGHTS OF MANAGEMENT

As per Section 39-31-303 Montana Codes Annotated (MCA).

ARTICLE XXIV - TERM OF AGREEMENT

- A. This Agreement is effective July 1, 2019, and shall continue in full force and effect until June 30, 2021, at which time it is automatically renewed and continued in effect from year to year thereafter, unless written notice is given by either party to the other not less than 60 days prior to its expiration date of June 30th of any year, indicating that changes are desired in any or all of the provisions of this Agreement or termination of the same.
- B. In the event that such written notice as provided for in paragraph A above is given then each party shall submit to the other not less than 30 days prior to the expiration date of the contract the written proposals or modifications it desires written into the contract. The issues as framed above shall be the only subjects open for discussion and agreement during any following negotiations, unless both parties agree to waive this requirement. Negotiations on the issues as prescribed above shall begin not later than 30 days prior to the expiration date and formal negotiations must proceed for at least 30 days prior to the expiration date of 30 June of that year, then both parties agree to follow the procedures outlined in the Collective Bargaining Act for Public Employees and request mediation from the State Board of Personnel Appeals. Upon agreement of both parties, mediation may be waived and Fact Finding may be requested from the Board.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and the year first above written.

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 1
BUTTE, MONTANA

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL 88

By: _____
Ann Boston, Chairperson

By: _____
Troy Buhl, Business Representative

ATTEST:

By: _____
Dennis Clague
Director of Business Affairs
School District No. 1