

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

AMALGAMATED TRANSIT UNION

AFL-CIO, Local No. 381

Covering the

MONITORS, PARAPROFESSIONALS and PLAYGROUND MONITORS

of School District No. 1

September 1, 2019 through August 31, 2021

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A G R E E M E N T

This Agreement made and entered into September 1, 2019, at Butte, Montana, by and between School District No. 1, of Silver Bow County, Montana, herein referred to as the "District", and the Amalgamated Transit Union, Local 381, representing the Monitors, Paraprofessionals and Playground Monitors, herein referred to as the "Union," for the term September 1, 2019 through August 31, 2021.

Whereas, the parties hereto have reached an agreement concerning standards of hours of labor, rates of pay and other conditions of employment as a result of collective bargaining, and for the purposes of facilitating the peaceful adjustment of conditions that may arise from time to time, and to promote harmony and efficiency to the benefit of the Union, and the District, and the general public:

Now, therefore, in consideration of the mutual performance in good faith by both parties to this agreement, it is hereby agreed by and between said parties as follows:

ARTICLE I – RECOGNITION

- A. The District recognizes the Union as the exclusive bargaining agent for Monitors and Paraprofessionals with respect to wages, hours of work, and other conditions of employment for the employees included in the bargaining unit.

Definition - Permanent Employee in accordance with the state laws 2-18-601, means an employee who is assigned to a position designated as permanent position on the appropriate list authorized by the School Board and approved as such in the budget.

- B. Employees who perform work coming under the jurisdiction of the Union as set forth in Part A, Article I, and who are not members of the Union at the time of their employment shall become members on or before the 31st day following the beginning of such employment, or the effective date of this Agreement, whichever is later.
- C. All present employees and employees hired hereafter shall become members of the Union as a term and condition of employment.
- D. Substitutes are not permanent employees and do not accrue vacation leave, sick leave, or any healthcare benefits. The Union shall indemnify and hold the employer harmless against any and all claims, suits, orders, or judgements brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of this section.
- E. Substitutes are required to join the Union after thirty (30) days of work in any school year. The Union, with the assistance of the District, will be responsible to determine when a Substitute has reached their thirtieth (30th) working day.

ARTICLE II - UNION REPRESENTATION

- A. Officers of the Union (Executive Board Member, President, Financial Secretary, Vice President, Treasurer, and Secretary) may be called upon to transact business for the Union that will require absence from duty with the District and shall upon proper application to the District be allowed to absent themselves from duty without pay and to transact such business provided that such leave of absence does not exceed 5 consecutive working days and if such requests are not made in such manner as to be detrimental to the service of the District.

- B. The authorized Business Representative, with credentials of the Union, shall be permitted to visit employees at all reasonable and scheduled times.

ARTICLE III - DEDUCTION OF DUES

The District agrees to deduct from the pay on the regular payday of all members of the Union, all monies due (Union Dues) the Union for the current month for said member, provided said member shall previously have notified the District in writing that it is his/her desire that the District deduct from his/her pay the amount of Union dues. The District will provide the Union Secretary with a copy of the letter sent to all new employees confirming their appointment and indicating their effective hire date and hours of work. The Union will provide the District with the amount of dues to be deducted for each unit member by the 20th of each month.

ARTICLE IV - JOB DESCRIPTION

Each classification of employees covered by this Agreement shall be supplied a job description by the District which will specify their job duties. The District maintains the option of establishing job qualifications. All monitor positions will be classified as District, without a specific building assignment. For the purpose of bidding, positions will be defined by the grades of the students in the classroom *example (K-4, 5-6, 7-8, 9-12)* or by the one-on-one student the employee is working with. No employee outside the bargaining unit will be allowed to perform the work duties of this bargaining unit with the exception of the BTU covering gaps in and providing support for playground monitoring shifts.

ARTICLE V - PROBATION

All employees hired within the bargaining unit will be subject to a probationary period of 90 actual work days. During the probationary period, the employee may be terminated without cause. Non-probationary employees may only be terminated for good cause.

ARTICLE VI - EVALUATION OF EMPLOYEE

The job performance of each employee covered under this Agreement will be evaluated at least annually in accordance with the Board's policy for classified employee evaluation. A copy of the evaluation will be given to the employee.

ARTICLE VII - SENIORITY

- A. All employees shall be called back each school year unless notified before the last day of school of the preceding year. It will not be necessary to reapply each year. Employment will be contingent on funding.
- B. Upon the successful completion of a 90 day 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 the employee's first day of work as a regular employee with the District. Seniority dates carried over when the Playground Monitors collective bargaining agreement and employees were merged with the Bus Monitors and Paraprofessional collective bargaining agreement and employees.
- C. If more than one employee hired after September 1, 2019, 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 will be enforced when a vacancy or reduction in force or request for a transfer is received. All employees within the bargaining unit shall be provided notice of the vacancy. The most senior person shall have the first right to that position. An employee who transfers from one position to another within the bargaining unit shall be subject to a training period of 30 working days following transfer. If the employee is not able to satisfactorily perform the requirements of the new position, he/she will be transferred back to their former position or a similar position.
- E. A seniority list to include the employee's name, position held and, for informational purposes only, the position assignment shall be maintained and updated twice each year by the District, with copies given to the Union by November 1st and March 1st.
- F. Seniority will prevail when a bid for bus routes occurs within the bargaining unit. All bus monitors shall have the right to bid for the routes. The bus monitor with the most seniority shall have the first right to the route that he/she bids. There shall be one (1) bid sign up annually, which shall occur 60 calendar days after the first day of school. There shall be no assigned runs. Runs changed by 20 minutes after they have been bid will necessitate a total re-bid from the top senior person down. All sign ups are for no less than a 2-hour duration. All monitors who have not signed up by then shall forfeit their bid and take remaining runs. Re-bids will be effective the first day of the next work week.
- G. By the last day of school, employees being RIFd will be notified. If the position has not been RIFd, assignments for the next school year will remain in effect from the previous school year. When the Board of Trustees approves positions for the next school year, all new/created positions will be provided to all employees and the Union.
Before the last day of school, a re-bid job fair for the next year will be held. Notice that a position for transfer exists will be provided to all employees and the Union at least (5) days prior to the job fair. The employee must meet the qualifications of the position. Employees are guaranteed the number of hours on the position they bid into but may be required to change locations, times and/or positions, pursuant with their job description, during the school year based on the legitimate needs of the District. The Union and employee must be notified of any changes at least (5) days before it takes effect.
If a permanent position that was held by an employee the year before comes open before the twelfth week of school, the employee will be given the option to transfer back to that position. Positions that become available after the twelfth week of school will be temporarily assigned to the most senior qualified bus monitor or RIFd monitor for the remainder of the school year. The Union and employees must be notified of any newly created positions at least (5) days before it takes effect.
- H. Monitors who have been RIFd or terminated in the aforementioned manner shall be placed on the monitor substitute list and all substitute work shall be first distributed to those individuals on the RIFd list. Further, these monitors shall retain their seniority unless they leave the District. Callback rights shall end 1 year from the employee's last day of work for the District in any capacity.

- I. Employees who were RIFd and then recalled, or employees who were forced to take another position with reduced hours, shall have the right to insurance benefits at the level they were receiving at the time they were RIFd or forced to change positions, for one year.
- J. For all vacancies posted for summer positions, with the exception of one-on-one assignments, seniority will prevail.
- K. Any employee who transfers from one position to another position within the bargaining unit shall receive the rate of pay for the new position on the effective date of the transfer. All transfers will be effective the first day of the next work week.
- L. Employees on leave without pay are not allowed to bid.

ARTICLE VIII - HOURS OF WORK

- A. All employees shall receive a minimum of 2 hours pay each time reporting to work, providing they perform all required work.
- B. All employees shall receive time and one half pay for all work performed over 40 hours per week or 8 hours per day. Monitors will be paid for all hours worked, but additional hours beyond scheduled time must be pre-approved by Building Administrator. The District has established the work week as Monday through Sunday.
- C. All employees shall have 2 scheduled days off each week.
- D. Employees scheduled to work six or more uninterrupted hours per day shall have an unpaid 30-minute, uninterrupted lunch period, scheduled during the normal school day.
- E.
 - 1. The workday calendar for Bus Monitors will consist of 182 total paid workdays. This does not include paid holidays. Four paid hours constitutes one training day for all employees. Days are to be determined annually by the District Calendar and Administration.
 - 2. Bus Monitors will receive their Special Education training through the on-the-job training (OJT) program of the Transportation Department.
- F.
 - 1. The workday calendar for School Monitors will consist of 186 total paid workdays (does not include paid holidays). Days are to be determined annually by the District Calendar and Administration.
 - 2. School monitors are employed for 4 hours or more per day. Bus Monitors are employed for 4 hours or more per day. Hours may be temporarily extended to meet the needs of students or school sites.
- G.
 - 1. The workday calendar for playground monitors will consist of a total of 182 paid workdays. This does not include paid holidays. Four paid hours constitutes one training day for all employees. Days are to be determined annually by the District Calendar and Administration.
 - 2. Playground monitors will be scheduled for a minimum of 4 hours training within 60 days of the start of school year and will be provided with CPR/First Aid and Natural Disaster training.
- H. Assignment of bus monitors to shifts will be handled by seniority, if qualified, unless employee requests short work shift.
- I. Bus monitors will be required to report to the Transportation Department prior to bus departure time.

- J. All monitors in the school buildings shall have one 15-minute break in the morning and one 15-minute break in the afternoon.
- K. When necessary, monitors in Special Ed classes may have their hours and duties include assignment to busses.
- L. All Monitors first aid and special training shall be on the job (OTJ).

ARTICLE IX – WAGES

A.

Steps	September 1, 2019			September 1, 2020		
	Monitor	Sped Monitor	Playground	Monitor	Sped Monitor	Playground
Start Rate	\$11.90	\$12.04	\$10.87	\$12.14	\$12.28	\$11.09
2 years	\$12.09	\$12.24	\$11.02	\$12.33	\$12.48	\$11.24
4 years	\$12.26	\$12.43	\$11.38	\$12.51	\$12.68	\$11.61
6 years	\$12.51	\$12.66	\$11.60	\$12.76	\$12.91	\$11.83
8 years	\$12.74	\$12.90	\$11.84	\$12.99	\$13.16	\$12.08
10 years	\$12.97	\$13.15	\$12.07	\$13.23	\$13.41	\$12.31

- B. Timesheets will be due according to the payroll calendar schedule. Any new employee hired after September 1, 2019 will automatically be enrolled in direct deposit. All payments will be directly deposited into an account designated by employee.
- C. All employees hired prior to October 5 of the academic year will have that year count as their first year of employment for pay purposes.
- D. Classroom ParaProfessionals with an NCATE (*National Council for Accreditation of Teacher Education from an accredited college or university*) approved Associates degree will receive \$1.00 per hour raise upon Superintendent approval of said degree.

ARTICLE X - LONGEVITY

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

Playground Monitors

2019-2020	5-10 years	\$95 annually
2020-2021	5 or more years	\$175 annually

Bus Monitors & Paraprofessionals

2019-2020	5-10 years	\$113 annually
2020-2021	5 or more years	\$200 annually

ARTICLE XI - HEALTH AND WELFARE

- A. The District shall pay for each eligible member of the Union whose regular assigned positions consist of four or more hours per day, a contribution per the below chart toward the cost of a medical, dental, vision and life insurance plan. This District contribution will be paid into a pooled account, based on the total number of eligible employees in this unit and independent of the number of employees choosing to take the insurance.

	Sept. 1, 2019		Sept. 1, 2020	
	Month	Year	Month	Year
Monitor/Para (4 hour)	\$555.00	\$6,660.00	\$580.00	\$6,960.00
Monitor/Para (6 hour)	\$705.00	\$8,460.00	\$730.00	\$8,760.00
Playground	\$680.00	\$8,160.00	\$705.00	\$8,460.00

- B. For Employees hired prior to 9/1/95 the District will pay for employees whose regular assigned position consists of four hours per day at the six hour rate.
- C. 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.
- D. The Union will provide a list of those employees participating on the insurance plan and a waiver form for each employee not participating on the plan.

ARTICLE XII - SICK LEAVE

- A. Sick Leave will be in compliance with Section 2-18-618, Montana Codes Annotated, which states employees are not entitled to be paid sick leave until they have been continuously employed 90 days. Any leave without pay must be approved by supervisor prior to leave.
- B. A sick leave bank is established for employees to draw upon in case of absence due to serious illness, accidents, hospitalization or disability extended beyond accumulated sick leave. In order to belong to the bank employees must authorize the number of hours deducted from their sick leave. Employees may not donate more hours than they have available. Joining the bank will authorize continuing membership.
- C. An employee who is a member of the Sick Leave Bank may be allowed to draw from the bank up to 20 days when his or her own sick leave is exhausted. The employee will be required to sustain a three-day loss for each occurrence before the sick leave bank benefits begin. The employee will not be required to use his or her vacation or personal leave prior to benefit from the bank, but may be required to before the committee grants approval. The granting of sick leave hours is subject to review by the committee at any time. The sick leave bank is not extended as a protection for long-term catastrophic illness or hospitalization. It cannot be a substitution for insurance programs, which covers periods of long-term disability.

Guidelines of the Sick Leave Bank Committee

1. Withdrawals from the sick leave bank are made only upon recommendation of the

committee after individual case study and only in behalf of contract employees who are participants in the program.

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

ARTICLE XIII - VACATION

Vacations will be in compliance with Sections 2-18-611 through 2-18-617, Montana Codes Annotated, which states that employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months. Any leave without pay must be approved by supervisor prior to leave.

ARTICLE XIV - PAID HOLIDAYS

- A. All monitors shall receive 10-paid holidays:
 1. Labor Day
 2. Thanksgiving Day
 3. Friday after Thanksgiving
 4. Christmas Eve
 5. Christmas Day
 6. New Year's Eve
 7. New Year's Day

8. Memorial Day
 9. Friday of Spring Break (to be taken as a personal day, if the District does not schedule a Friday of Spring Break)
 10. First day of Teachers' Convention. This will only be considered a Holiday if training is NOT scheduled by the District.
 11. Second day of Teachers' Convention
- B. Employees must work or use accrued vacation or sick hours the day before and following a holiday to receive holiday pay.
 - C. Employees retiring effective December 31st will be paid the December Holidays.

ARTICLE XV - PERSONAL LEAVE

In addition to vacation, holiday and sick leave provisions provided by this contract, each employee may elect to take 2 days, not to exceed 12 hours, for personal business reasons, to be deducted from the employee's vacation leave. These 2 days will not require advance approval, as do other vacation days. Because they are deducted from vacation days, under Montana Codes Annotated, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months. This privilege is not cumulative from year to year.

ARTICLE XVI - 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) years of actual service as a Monitor/Paraprofessional with the Butte School District; (2) enrolled in the insurance plan for the twelve (12) months preceding retirement and eligible for employer contribution; (3) receiving a benefit from TRS or PERS; and (4) provide notice of intent to retire twelve (12) months prior to the date of retirement. The District will contribute \$275 per month toward the employee's insurance premium at the time of retirement. The contribution will continue for five (5) years or 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 any insurance premium, the retiree may elect to receive a cash amount equal to the District's monthly contribution at the time of retirement, not to exceed \$275.00, for retirees of the bargaining unit. The cash amount will continue for three (3) years or until the death of the employee, whichever occurs first.
- B. The election made at retirement to receive either the District's contribution towards the insurance premium or cash in lieu an insurance contribution as described above is irrevocable.
- C. The Board may waive the 12-month notice if the employee becomes aware of a health condition, as diagnosed by a medical doctor that prohibits further employment as a monitor. 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.

- D. Beginning July 1, 2018, employees in the bargaining unit who meet the above requirements noted in Section A and were hired before July 1, 2004 will receive a one-time retirement bonus of \$600.00. The retirement bonus is to be included in the member's final severance pay.

ARTICLE XVII - JURY DUTY

The employees shall conform to the District rules for jury duty.

ARTICLE XVIII - GRIEVANCE PROCEDURES

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, usages, rules or working conditions.

GRIEVANCE STEPS

- Step 1. Any dispute that may arise must be presented to the employee's immediate supervisor by the employee or along with a union representative within 10 working days of its occurrence. Within 5 working days of receipt of such dispute the immediate supervisor shall advise the employee or Union representative of the decision.
- Step 2. If the parties fail to resolve the dispute in Step 1, the Union Representative may appeal the issue to the Director of Labor Relations & Human Resources. The grievance shall be reduced to writing and presented within 10 working days of the supervisor's decision in Step 1. Within 5 working days of receipt of such appeal, the Director of Labor Relations & Human Resources shall meet with the employee and/or the Union representative to discuss the dispute. Failing resolution at this meeting, the Director of Labor Relations & Human Resources shall contact the Union Representative within 5 working days with a written decision.
- Step 3. If a satisfactory settlement is not reached in Step 2, the grievance shall be presented to the Superintendent or his representative within 10 working days of the decision in Step 2 by the Director of Labor Relations & Human Resources. Within 5 working days of receipt of the written appeal, the grievance shall be considered at a meeting of the Union Committee with the Superintendent and members of the Board of Trustees. Failing resolution at this meeting, the Superintendent shall notify the Union, in writing, of his decision within 7 working days after conclusion of the meeting.
- Any grievance that involves a suspension or a question of anyone outside of the bargaining unit performing any unit work may be taken up at Step 3.
- Step 4. If a satisfactory settlement is not reached in Step 3, either the Union or the District may, within 10 working days of notification, refer the grievance to arbitration by giving written notice to the other party.

ARTICLE XIX - ARBITRATION

- A. The party requesting arbitration shall specify the question or questions to be arbitrated. The parties will use the facilities of the Federal Mediation and Conciliation Service or the American Arbitration Association to select an arbitrator. The arbitrator shall be selected within 10 working days after receipt of the panel from the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitration hearing shall be conducted within 45 days after the arbitrator is selected, unless the selected arbitrator is unavailable.
- B. The arbitrator shall render a decision within 60 days, based on the testimony presented at the arbitration hearing.
- C. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties.

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.

Time Limits

- A. Time limits as defined in this Article may be extended by mutual agreement between the parties, but not otherwise. Saturdays, Sundays, and holidays are not considered working days.
- B. Failure to abide by the specified 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 XX – SUBSTITUTES

- A. The District reserves the right to use substitute monitors. Substitutes are not entitled to the benefits defined in Article XI - Health and Welfare, Article XII - Sick Leave, Article XIII – Vacation, Article XIV - Paid Holidays, or Article XV - Personal Leave. Substitute monitors will be paid the following rate.

7-1-19	\$9.42	7-1-20	\$9.42
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- B. The District will hire qualified sub monitors. The District school board must approve all new hires.
- C. Substitutes will be called on a rotating basis. If a substitute refuses five consecutive weeks of assignments they will be removed from the substitute list.
- D. The District will maintain a call-out list for all substitute monitors.
 - i. When a position is open the substitute monitors will be given an opportunity to interview for the position. If a substitute fills a position they will be entitled to all benefits of a regular employee on the date they receive the position.
 - ii. Substitutes becoming regular employees will receive seniority for placement on the salary scale if they work 300 or more hours in the previous academic year. Substitute monitors will receive credit for ½ there sub seniority on the monitor or

playground seniority lists.

ARTICLE XXI - TERM OF AGREEMENT

- A. This Agreement shall be in effect between the dates of September 1, 2019 to August 31, 2021, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of the desire to have same modified and such notice must be given by June 30, 2021.
- B. In case of emergency this Agreement may be opened at any time with the consent of both parties.

ARTICLE XXI - AGREEMENT CONFLICT

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

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

SCHOOL DISTRICT NO. 1
BUTTE, MONTANA

AMALGAMATED TRANSIT UNION
AFL-CIO, CLC, DIVISION 381

BY: _____
Ann Boston, Chairperson

BY: _____
Mark Varcoe, President

ATTEST: _____
Kevin Patrick
Director of Business Affairs