

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

OF

SCHOOL DISTRICT NO. 1 - SILVER BOW COUNTY, MONTANA

AND THE

SILVER BOW STATIONARY ENGINEERS, LOCAL 400

OF THE

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

JULY 1, 2019 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

Article I - Recognition	1
Article II – Union Security & Safety	1
Article III - Hours of Work and Wages	2
Article IV - Vacations	3
Article V - Sick Leave	4
Article VI - Seniority	5
Article VII - Holidays	7
Article VIII - Health and Welfare	8
Article IX - Call Out	8
Article X - Grievances	9
Article XI - General Conditions and Working Practices	10
Article XII - Summer Working Conditions	11
Article XIII - Absences	11
Article XIV - Savings Clause	11
Article XV - Pension Plan	12
Article XVI - Term of Agreement	12
Article XVII – Management Rights.....	12
Signatures.....	13

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2019, at Butte, Montana, by and between SCHOOL DISTRICT NO. 1, of SILVER BOW COUNTY, MONTANA, TRUSTEES, hereinafter referred to as the "District", and the SILVER BOW STATIONARY ENGINEERS, LOCAL UNION 400, of THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, herein referred to as the "Union".

WITNESSETH

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 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 Union, the District, and the general public may mutually benefit. 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 with respect to wages, hours of work, and other conditions of employment for the employees included in the bargaining unit, to-wit: Control & Plumbing Specialist, Maintenance Engineer Specialist, Chief Engineers, Maintenance Engineers, Custodial Engineers, Hot Lunch Drivers, Warehouse Clerks, and Substitute Engineers. However, the District and the Union recognize that substitute engineers are entitled to only the wage, pension, and grievance process as outlined in this agreement.
- B. Employees who perform work coming under the jurisdiction of the Union, as set forth in Article I Part A, 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 employees who are now, or may hereafter become members of the Union as a term and condition of employment.

ARTICLE II – UNION SECURITY & SAFETY

- A. No member of the Union shall be discharged or discriminated against for upholding Union principles, and any member working under the instructions of the Union, or who serves on a Union Committee, shall not lose his position or be discriminated against for that reason.
- B. The authorized Business Representative, with credentials of the Union, shall be permitted to visit employees' at all reasonable times.
- C. Within their probationary period of 90 days, all engineers shall be licensed in accordance with the laws and provisions of the State of Montana.
- D. The Employer agrees to maintain reasonable provisions for the safety and health of its employees during the hours of employment, and agrees to abide by and maintain standards of sanitation, safety and health in conformity with state laws and regulations.
- E. Employees will utilize generally accepted health and safety practices and procedures in the normal course of their duties. They will make themselves familiar with the safety procedures that may be

distributed to them from time to time by the District.

- F. All substitute engineers employed by the District shall abide by the union's policy on dues structure and rights.

ARTICLE III - HOURS OF WORK AND WAGES

A. Hours of Work:

1. Day Shift - A work shift starting between 6:00 a.m. and 9:00 a.m.

Afternoon Shift - A work shift starting between 2:00 p.m. and 4:00 p.m.

Graveyard Shift - A work shift starting between 10:00 p.m. and 12:00 midnight.

In the case of an employee whose starting time does not fall within the limits specified above, a shift differential of 27¢ per hour shall be paid for all hours of the shift that falls within the afternoon shift, while a shift differential of 50¢ per hour shall be paid for all hours of the shift that fall within the graveyard shift. This language will also apply for overtime work immediately following regular shift hours.

2. The normal workday will be 8 hours per day. All work performed in excess of 8 hours shall be compensated for at 1½ times the regular hourly rate.
3. By definition, the District work week is Monday through Sunday. The normal workweek for Engineers will be 40 hours per week, Monday through Friday. The Sunday through Thursday graveyard shift will be the exception to the normal work week rule. Overtime should only be paid if an employee **works** over 8 hours /day or 40 hours/week in such workweek and shall be compensated for at 1½ times the regular hourly rate. Holiday, vacation, and/or sick hours taken during the week will not be counted toward the 40 hours. (See **ARTICLE XII F.** regarding Summer Working Conditions).
4. Please refer to **ARTICLE IX – CALL OUT** for Engineer Overtime Call-Out language.

B. Wages and Classification Index

A \$35.00/Engineer/year allowance to offset the cost of boiler licensing fees.

1.	<u>2019-2020</u>	<u>2020-2021</u>
Plumbing Specialist	\$27.86	\$28.49

Plus \$260/year tool allowance

Effective June 1, 2012, there will no longer be a vehicle allowance paid to the Control & Plumbing Specialist. Instead, the District will make available a vehicle for the Control & Plumbing Specialist's use for School District business only. Said vehicle will be appropriately maintained by the District at its sole expense. Said vehicle will be garaged or stored at a location to be designated by the Control & Plumbing Specialist's supervisor.

Maintenance Engineer Spec	\$22.99	\$23.52
Warehouse Clerk	\$21.15	\$21.65
Chief Engineer	\$20.80	\$21.29
Maintenance Engineer	\$19.24	\$19.70
Hot Lunch Driver	\$19.24	\$19.70
Assistant Warehouse Clerk	\$19.24	\$19.70

2. The Chief Engineer at Butte High School Complex will be paid an additional 25¢/ hour.

3. Chief engineers will be at the following schools: West Elementary, East Middle School and Butte High School.
4. Maintenance engineers will be at the following schools: Alternative School, East Middle School, Butte High School, and all elementary schools. If available, Custodial Engineers will be assigned to various District buildings based on need.
5. In calculating the wages in number 1 above, the wages will be based on 12 months, 52 weeks per year, 40 hours per week, a total of 2,080 minimum hours per year for full time employees.
6. Substitutes will receive \$16.56/hour for 2017-2019.
7. Wages will be paid on a semi-monthly or bi-weekly basis to be determined by the District. Payment for overtime hours will be included on regular paychecks. Any new employee hired after July 1, 2019 will automatically be enrolled in direct deposit. All payments will be directly deposited into an account designated by employee.

- C. Longevity:
- 5 to 10 years - \$10/month
 - 10 to 15 years - \$30/month
 - 15 to 20 years - \$40/month
 - 20 to 25 years - \$50/month
 - Over 25 years - \$60/month

ARTICLE IV - VACATIONS

- A. 1st day through 10 years – 15 days per year (1¼ days/month)
 11th year through 15 years – 18 days/year (1½ days/month)
 16th year through 20 years – 21 days/year (1¾ days/month)
 Over 20 years – 24 days/year (2 days/month)
- B. Vacation pay will be paid on normal payroll dates. Vacations will be based on regular workweek, Monday through Friday.
- C. An employee who is terminated for any reason except just cause during the school year will be paid 1¼ days' pay for each month, or major fraction thereof, worked during the school year in the employee's last pay check.
- D. An employee who has worked for the District for 10 consecutive years, and who is terminated for any reason except just cause during the school year, will be paid 1½ days' pay for each month or major fraction thereof worked during the school year in the employee's last pay check.
- E. Employees may take vacation any time during the calendar year upon proper notice to the immediate supervisor. It is understood that the Union will not grieve nor support any grievance resulting from the District's inability to meet other contractual obligations regarding providing substitutes.
- F. Vacation leave will be in compliance with Montana Code Annotated, which states "annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued. Thus, excess must be used by March 31 each year. Due to a shortage of substitutes, Engineers will attempt to use vacation throughout the year as

Administrators may not be able to approve all excessed vacation to be used during the month of March.

- G. Employees must use all accrued vacation time before being allowed to use leave without pay.

ARTICLE V – SICK LEAVE

Sick leave will be in compliance with State Law 2-18-618, as follows:

- A. Each full-time employee of the state, or of any county or city thereof, is entitled to and shall earn sick leave credits for 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 at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated.
- B. An employee may not accrue sick leave credits during a continuous leave of absence without pay that exceeds 15 calendar days. Employees are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for 90 days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits that have been earned.
- C. Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment, 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 employment with the state or any county or city thereof, is entitled to lump-sum payment equal to 1/4 of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time employment with the state, county, or city is terminated.
- F. An employee of the state or any county or city thereof who receives a lump sum payment pursuant to this act and who is again employed by the state or a county or city thereof shall not be credited with any sick leave for which he has previously been compensated.
- G. The Department of Administration of the State of Montana or the administrative office of any county or city thereof shall be responsible for the proper administration of sick leave and shall promulgate such rules and regulations as it deems necessary to achieve the uniform administration of sick leave and to prevent the abuse thereof. When promulgated, these rules and regulations are effective to all employees of the State of Montana or any county or city thereof.
- H. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.
- I. At least once a year the District shall inform employees of their sick leave balances.
- J. Employees must use all accrued sick time before being allowed to use leave without pay.
- K. Sick Leave Bank: Effective September 1, 2018, a Sick Leave Bank shall be established for employees to draw upon in case of absence from work for their own or an immediate family member's serious illness, accident, hospitalization or disability extended beyond accumulated sick leave. The Sick Leave Bank is not intended as a protection for long-term catastrophic illness, hospitalization or disability benefits provided under an insurance program.

A Sick Leave Bank Committee shall be established and will be the governing body for the bank. The Committee shall be comprised of members from the International Union of Operating Engineers. In the event of a member's catastrophic illness or accident, said member may submit additional requests to the Sick Leave Bank Committee.

The Sick Leave 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 Leave Bank Committee. The Sick Leave Bank Committee will communicate changes to the Sick Leave Bank to the payroll department.

GUIDELINES FOR THE SICK LEAVE BANK

1. An employee who wishes to participate in the Sick Leave Bank will complete and submit a Sick Leave Donation Form during open enrollment to have one (1) sick day deducted from his/her accumulated sick leave.
2. Open enrollment will occur when the Sick Leave Bank balance is below 50 days. If the number is not below 50, the members will not donate that 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.
4. Newly hired employees may join the Sick Leave Bank only during open enrollment, which is September 1 through September 30 of each year, but shall not be granted Sick Leave Bank days until they have been continuously employed for twelve (12) months. As soon as the employee has a sick day accrued, it may be donated to the Sick Leave Bank.
5. Grants from the Sick Leave Bank are made only upon recommendation of the Committee after individual case study and only on behalf of union members who are participants in the program.
6. The employee will be required to sustain a five (5) day pay loss for each occurrence before the Sick Leave Bank benefits begin. Accrued vacation time may be applied as the five day loss.

ARTICLE VI - SENIORITY

- A. After a probationary period of 90 days, an employee may not be discharged without a good or sufficient cause and shall be entitled to a hearing before the Board of Trustees.
- B. All employees hired by the District under the jurisdiction of the Operating Engineers must be licensed engineers or work in a building with a licensed engineer. All employees working as engineers or sub engineers must be licensed within their probationary period of 90 days. Substitute Engineers without a license may only work in the summer during their first 90 days of employment. Licensing is attained through the State of Montana. Sub engineers without a license may work with a licensed engineer during the summer months.
- C. Seniority shall date from the first day of employment after being appointed by the Board of Trustees into a permanent position.
- D. Seniority will not be used to bump another employee from a steady job except in the case of a reduction in force or the return to work by an employee off due to a work-related injury, as described in Section K of this Article. An employee may not bump into a position held by a less senior employee, unless he possesses the qualifications required for the position. The District has the right to determine qualifications for the Control & Plumbing Specialist, Maintenance Engineer Specialist and Chief Engineer positions.

- E. Seniority of engineers meeting qualifications of job description will be used on a bid system for filling vacancies of Maintenance Engineer, Hot Lunch Driver, Assistant Warehouse Clerk, and Warehouse Clerk positions created by death, retirement, resignation, termination, transfers, school opening or school closure. However, an engineer who has been off due to sick leave or workers compensation or extended leave for 90 consecutive days or more, shall not be able to bid to fill any vacancy until after he has returned to work full time. If engineers with the same seniority date bid on the open position, a coin flip will be used to determine the successful bidder.
- F. If a new job or an opening occurs for positions of Maintenance Engineer, Hot Lunch Driver, Assistant Warehouse Clerk, or Warehouse Clerk, job fair notices will be sent electronically to each member and to the Union. At least five days will pass before a job fair is held. Notices will be sent to all engineers on workmen's compensation and long-term sick leave at their home address. Vacancies in these noted positions that occur as a result of the transfer process will also be offered at the job fair. All Union members interested in transferring to any position in the district should attend the Job Fair or appoint a proxy by completing and submitting a proxy form to the Human Resource Department. Substitute Engineers and Engineers still in probationary period are not allowed to transfer and thus not allowed to attend Job Fairs. Improvement Plans will follow employees. All transfers will be final.
- G. If a new job or an opening occurs for Control & Plumbing Specialist, Maintenance Engineer Specialist and Chief Engineer positions, the District will post the position internally to current District Engineers, who may apply and interview for the position. If the District determines qualifications of position are not met by internal applicants, the District may post the position externally.
- H. If an operating engineer position becomes available at Butte High School, the job fair announcement for the opening shall specify the precise shift which is being filled by the announcement. Once the position is filled, the shift of the incumbent will not be arbitrarily or capriciously changed, but the Management Rights Article of the Agreement, Article XVII, shall be fully applicable.
- I. All actual transfers will be done as soon as possible, with an effective date the first day of a pay period. Each employee chosen for a new position will be paid at the wage of the new position if higher, effective on the date of transfer.
- J. Seniority will apply to all extra work when there is an employee laid off due to a reduction in force. A reduction in force is a lay-off of employee or employees.
- K. No new employee will be hired by the District when there are men laid off due to a reduction in force. Employees who are affected by a reduction in force and are working outside the District will be notified by registered mail and will have 15 days to return or forfeit their rights. Reemployment rights shall automatically cease 24 months from the day of layoff and no further right to recall or reinstatement shall exist. For employees with more than 24 months of service, reemployment rights will cease 36 months from day of layoff and no further right to recall or reinstatement shall exist.
- L. An employee on leave due to a work-related injury or illness shall retain his seniority rights and reemployment rights for a period of 24 months from the date of injury. During the first 12 months of leave, the position held by the employee prior to his leave will not be open for bid until the

employee relinquishes the position through death, resignation or retirement or the expiration of the first 12 months of leave, whichever occurs first. If the employee is released to return to work during the next successive 12 months, he will be allowed to bump the least senior employee in a position for which he is qualified. The employer contribution to health and welfare benefits will cease after 2 years.

- M. New seniority lists will be sent to the Union, to all engineers via e-mail, and to the homes of those who are off on workmen's compensation, at the beginning of each school year.
- N. In lieu of career increment, upon retirement, an employee with 15 years or more of service with the District shall be allowed an additional 10 days salary. An employee with 10 years of service with the District shall be allowed 5 days salary.
- O. Members of the bargaining unit hired on or before July 1, 2011 who retire with 10 or more years of creditable service in PERS and are receiving a benefit from them, with the last 10 years of consecutive service with School District No. 1, who are participants of the insurance plan, shall be entitled to one of the options listed below. Employees must provide a specific retirement date and notify the Superintendent of their intent to retire at least twelve months in advance of that date. In the event of extenuating circumstances, the Board of Trustees may allow for a new retirement date within the same fiscal year. 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, which prohibits further employment.

Option 1: The District will contribute toward an insurance premium an amount equal to the District's monthly contribution paid during the first school year after which the retiree worked full-time; not less than the contribution paid during their last year of employment. The contribution will continue for five years, until he attains Medicare eligibility, or until the death of the employee, whichever occurs first.

Option 2: In lieu of Option 1, the retiree may elect to receive a cash amount equal to the District's monthly contribution paid during the first school year after which the retiree worked full-time. The cash amount will continue for five years, until he attains Medicare eligibility, or until the death of the employee, whichever occurs first.

ARTICLE VII - HOLIDAYS

- A. The following holidays will be given with pay: Christmas Eve, Christmas, New Year's Eve, New Year's Day, Friday and Monday of Spring Break, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving, 2 personal days (to be used during non-instructional days), and 3 personal days (not to be accumulated). If Martin Luther King's birthday occurs while school is in session, the holiday will be taken on Thursday of Spring Break. All personal days are to be used by June 30th of each year.
- B. If the holiday falls on Sunday, the next day (Monday) shall be considered the holiday. If a holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday. This rule shall apply unless Saturday or Sunday is a regularly scheduled day of work. If Saturday or Sunday is a regularly scheduled day of work, then the actual day of the holiday shall be observed by the employee (e.g. Saturday, December 24th; Sunday, December 25th).

- C. If the above holidays interfere with normal school, other arrangements will be made.
- D. When an employee is required to work on a holiday, the pay rate shall be 2½ times the regular rate, or 1½ times the regular rate plus an additional day off with pay.
- E. Employees must work or use personal, accrued vacation or sick hours – the day before and following a Holiday, to receive the Holiday Pay.
- F. Employees retiring effective December 31st will be paid the December Holidays.

ARTICLE VIII - HEALTH AND WELFARE

- A. The employee shall pay at least \$5 out of pocket towards cost of Health and Welfare benefits.
- B. Effective July 1, 2019 to June 30, 2020, the District will pay up to \$790.00/month toward the health, vision, and dental care premium for full time employees. Effective July 1, 2020 to June 30, 2021 the District will pay up to \$815.00/month toward the health, vision and dental care premium for full time employees. The District will pay a pro-rata amount of the contribution for employees where regular work hours are 4 or more hours per day.
- C. The District will contribute its share for a total of 180 days after the employee is out of sick leave. In other words, the District will pay its share of the employee's insurance cost for 6 periods.
- D. The Union will notify the District 60 days in advance before changing insurance carriers.
- E. When an engineer is employed on a seasonal basis, as defined by 2-18-601, MCA, that is, regular employment less than 12 months per year but more than 6 months per year, the employee shall receive from the District a pro rata share of the cost of the monthly health and welfare premium. The share will be figured as the fraction of a year worked.
- F. The District commits to having the ability to deduct the payments for health, vision, and dental insurance premiums as pre-tax dollars.
- G. The Union and District will form a committee to create an MOU regarding the Affordable Care Act requirements.
- H. The employees' portion of the insurance premium will be divided equally between pay periods.

ARTICLE IX - CALL OUT

- A. Should weather or other conditions require attendance on the job for part or any of the above mentioned holidays, engineers involved will be paid for hours worked at 1½ times the hourly wage.
- B. An engineer will notify the District of his intent to accept overtime. The School District will send a notice at the beginning of each fiscal year to determine the employee's availability. Failure to file notice is perceived as unwillingness to accept overtime. The engineers may change their status any time during the fiscal year. Engineers, who agree to accept overtime, but refuse work 4 consecutive times during a fiscal year, will have their name removed from the overtime list for the remainder of the year.
- C. Overtime hours for Engineers will be offered in the following order:
 - a. Site Engineer – seniority will be used if there is more than one engineer at the site.
 - b. Call out list by seniority – letter of acceptance must be on file with the Call-Out Clerk.
 Preference will not be given by Engineer title. Complex Engineer will be included with East Overtime from December 1 through February 28/29. Dahlberg Track Meet will be offered to East Engineers before going to the Call-Out list.

- D. All call-out assignments will be made by Central Administration. Call outs are only for emergency situations. When employees are called out for emergencies, they shall receive time and one-half (1½) for such service and the minimum pay for such service shall not be less than two (2) hours overtime.
- E. Call-outs shall be made to engineers in the event of property damage to a building due to weather conditions, vandalism or water damage that necessitates immediate remedial measures.
- F. Emergency, sanding, snow removal and soccer game work has to be done during hours determined by the District. Specific duties will be assigned by the Director of Building and Maintenance. Substitute Engineers will be called for any work necessary Monday-Friday. Engineers that notified the District of their willingness to accept overtime hours will be offered these extra duties on the weekends. Engineers will only be paid overtime for hours worked in excess of 8 per day or 40 per week.

ARTICLE X - GRIEVANCES

- 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 in writing to the employee's immediate supervisor by the employee or along with the 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 the Union representative of a decision.
 - Step 2. If the parties fail to resolve the dispute in Step 1, the Union Representative may appeal the issue in writing to the Director of Labor Relations & Human Resources within 5 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 render a decision within 5 working days.
 - Step 3. If a satisfactory settlement is not reached in Step 2, the grievance shall be submitted in writing to the Superintendent or his representative within 5 working days of the decision in Step 2 by the Director of Labor Relations & 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 and members of the Board of Trustees. Failing resolution at this meeting, the Superintendent shall notify the Union, in writing, of a decision within 5 working days after the conclusion of the meeting. Any grievance that involves a suspension or a question of anyone outside of the bargaining unit performing any unit work may be taken up at Step 3. Should a grievance be denied in any of the steps of the Grievance Procedure, an explanation will be given why the grievance was denied.
 - Step 4. If a satisfactory settlement is not reached in Step 3, either the Union or the District may, within 10 working days of notification, refer the grievance to arbitration by giving written notice to the other party.

C. Arbitration:

1. The party requesting arbitration shall specify the exact question or questions to be arbitrated. The parties will use the facilities of the Federal Mediation and Conciliation Service to select an arbitrator. The arbitrator shall be selected within 10 days after receipt of the panel from the Federal Mediation and Conciliation Service. The Arbitration hearing shall be conducted within 45 days after the arbitrator is selected, unless the selected arbitrator is unavailable.
2. The arbitrator shall render a decision within 30 days, based on the testimony presented at the arbitration hearing.
3. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.
5. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.

D. Time Limits:

1. 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.
2. 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 full upheld.

ARTICLE XI - GENERAL CONDITIONS AND WORKING PRACTICES

- A. In the hiring of substitute engineers in classifications covered by this Agreement, there shall be no more than 15 engineers on the substitute list. By request of the District and consent of the Union, more engineers may be added to the list. Preference for employment into permanent vacancies shall be given to those qualified substitute engineers currently on the substitute list.
1. As a general practice, a substitute engineer shall be used to fill-in for any regular engineer who is off due to illness, work comp injury, vacation, or taking a floating holiday, as long as a substitute is available.
- B.
1. Chief engineer passes orders on to other engineers.
 2. The engineer swingman will work Saturday and Sunday on maintenance check of all District properties and will work 3 additional days during the regular school week with consecutive days off.
 3. Check-off of monthly Union dues will be withheld from the first paycheck and sent to the Union office.
 4. A small set of tools will be supplied by the District for all engineers.
 5. All maintenance engineers shall report off by notifying the building administrator. In addition, the engineer will inform the Substitute Clerk in order that a substitute may be called. No calls are to be made to the home phone of the Substitute Clerk. The engineers shall also report on by notifying the building administrator and Substitute Clerk.
 6. The Board agrees, through a letter of agreement, to provide additional tools requested by the bargaining unit: Ratchet, Wrench, Electrical Tester, Basin Wrench, Chisels - Wood and Coal,

Drills -3/8" and 1/2", Bench Vise, Saws - Cross Cut and Rip, Volt Meter

7. Ballot Boxes - The bargaining unit will assume the duty of installing and removing ballot boxes for school elections.
- C. One afternoon position at Butte High School and the afternoon position at East Middle School will work a Tuesday through Saturday workweek up to 20 weeks each year, for school related events. For these two engineers only, shift differential shall be 25 cents an hour for work performed only on Saturday.
- D. Engineers may be responsible for cleaning boys' restrooms in all school district buildings.

ARTICLE XII - SUMMER WORKING CONDITIONS

- A. Floor crews consist of no less than 2 employees.
- B. The District and the Union Steward will select a Committee to develop a plan annually for addressing the maintenance needs of the District during the summer months. A committee comprised of three Administrators (one of which will be the Director of Buildings and Maintenance) and three Engineers will develop a plan by March 1st.
- C. Engineers will be allowed to work 4 (four) 10 (ten) hour days during summer work schedule with the approval of the building administrator, who may alter schedule to accommodate special projects. Engineers will work 5 (five) 8 (eight) hour days during the cleaners' summer schedule. Any engineer working a 4 (four) 10 (ten) summer schedule will only qualify for overtime if total number of hours actually worked is over 10 hours/day or 40 hours/week. There will be no 4 (four) 10 (ten) hour shifts during any holiday week. Any leave taken during summer schedule will be paid out dependent on schedule (8 hour/10 hour) used by engineering staff.

ARTICLE XIII - ABSENCES

- A. In case of absence from duty in response to a court subpoena, or an administrative hearing in which an engineer is not a party, there shall be deducted from the salary of the engineer 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 engineer 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 engineer 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 engineer shall have deducted from his/her salary the compensation while on jury duty.
- C. A leave of absence may be granted for good cause.
- D. Engineers elected to the State Legislature will receive the difference between their salary and that of the Legislature.

ARTICLE XIV - SAVINGS CLAUSE

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

ARTICLE XV - PENSION PLAN

If a majority of Employees covered by this agreement desire to participate in the Union Pension Plan, they shall execute the required Trust Agreement and make appropriate payments to the Fund in lieu of wages. Beginning July 1, 2017, the employer will pay to the Fund \$3.90 per hour for each hour paid for or worked. (\$.10 per hour of the pension total was negotiated and not diverted from wages.) Said payment into the said pension fund will be made on the dates in the manner and form in accordance with the rules and regulations as adopted by the Trustees of said fund.

ARTICLE XVI - TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2019 and shall continue for two years, 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 of this Agreement to the other party prior to March 1, 2021, that changes are desired in any or all of the provisions of this Agreement.

ARTICLE XVII – MANAGEMENT RIGHTS

Butte School District employees and their representatives shall recognize the prerogatives of the Butte School District to operate and manage their affairs in such areas as, but not limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
4. Maintain the efficiency of School District operations;
5. Determine the methods, means, job classifications, and personnel by which District operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the District in situations of emergency;
7. Establish the methods and processes by which work is performed;

SIGNED:

BOARD OF TRUSTEES
SCHOOL DISTRICT NO. 1
BUTTE, MONTANA

Ann Boston
Chairperson

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL #400
BUTTE, MONTANA

Steve Gross
Business Agent

ATTEST:

Kevin Patrick, District Clerk and
Director of Business Affairs