

AGREEMENT

Between the

BOARD OF TRUSTEES

Of

SCHOOL DISTRICT NO. 1, SILVER BOW COUNTY, MONTANA

And The

UNITE HERE! LOCAL 23

Covering the

CLEANERS

Of School District No. 1

July 1, 2017 through June 30, 2019

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AGREEMENT

THIS AGREEMENT made and entered into July 1, 2017, by and between SCHOOL DISTRICT NO. 1 of SILVER BOW COUNTY, MONTANA, TRUSTEES, hereinafter referred to both singularly and collectively as the "DISTRICT," and the UNITE HERE! LOCAL 23 affiliated with the UNITE HERE! International Union, AFL-CIO hereinafter referred to as the "UNION."

WITNESSETH:

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

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

ARTICLE I - COVERAGE OF AGREEMENT

This Agreement shall cover all cleaners employed by the District. Cleaners, hereinafter referred to as "employees," shall include all employees employed by the District who perform work over which the Union has jurisdiction.

ARTICLE II - JURISDICTION

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

ARTICLE III - HIRING AND UNION MEMBERSHIP

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

ARTICLE IV - DEDUCTION OF DUES

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

ARTICLE V - WAGES

- A. For the 2017-2018 school year, employees shall be paid \$14.16 per hour for each hour worked. For the 2018-2019 school year, regular employees shall be paid \$14.48 hour for each hour worked. Substitutes shall be paid \$12.38 per hour for each hour worked. All increases in wages and benefits shall be retroactive to July 1, 2017.
- B. The provision of the longevity section will apply to those employees who have completed the necessary years of service by the beginning of the payroll period of the last payment of the school year:

| | |
|---------------------|---------|
| 5 through 14 years | \$55.00 |
| 15 through 19 years | \$75.00 |
| 20+ years | \$95.00 |
- C. For employees who work at more than one school, a reasonable time will be allowed for travel between schools and will be considered part of the workday.
- D. Employees who work at more than one school will be reimbursed for in-district usage of personal vehicles for official District business between the schools per Butte School District Policy and Procedure 7336.
- E. The normal workweek will be 40 hours per week. All work performed in excess of 40 hours in such workweek shall be paid at the rate of 1 ½ times the employee's regular hourly rate of pay.
- F. Employees will be paid no less than twice a month.

ARTICLE VI - WORKING RULES

- A. Working rules in effect on the date of this Agreement shall remain in effect and shall not be changed without the written mutual consent of the District and the Union, except as otherwise specifically changed or modified by the terms of this Agreement.
- B. The direct supervision of the employee's work, both during the school term and at other times, shall be agreed upon by the District and the Union and may be changed from time to time by mutual agreement of the District and the Union.
- C. Employees shall not furnish cleaning supplies.
- D. Employees will be furnished with cleaning tools that will allow employees to reach high areas that need to be cleaned.
- E. Employees shall not be required to use scrubbing, waxing, or buffing machines.
- F. The Administrator will determine who is responsible for hauling trash from inside the building to outside receptacles.

ARTICLE VII - HOURS OF WORK

- A. The work schedule for employees will commence 80 hours prior to the first day that teachers are scheduled to report for the fall school term and will end 160 hours after the teachers' last day of school each year.
- B. During periods when school is not in session under the above established work schedule, there will be a general cleanup of District buildings and employees assigned to the buildings will be required to work the requisite working days within the recess period.

- C. For employees hired after August 1, 2002, a normal workweek shall consist of 40 hours, Monday through Sunday - 5 consecutive days with the hours of work to be determined by the Administrator. Saturday and Sunday hours may be between 7:00 a.m. and 5:00 p.m. For employees hired prior to August 1, 2002, a normal workweek shall consist of 40 hours, Monday through Friday - 5 consecutive days with the hours of work to be between 2:00 p.m. and 11:00 p.m.
- D. All cleanup work before, during and at the end of the school year may be between the hours of 6:00 a.m. and 4:00 p.m.
- E. Based on the needs of the building, the Administrator may determine the necessity for additional work to be performed by the cleaning staff. In this event, overtime will be offered by building seniority. "Building Seniority" is defined as the district seniority ranking within any particular building. If all overtime is not taken through building seniority, then it shall be offered to all cleaners by school district seniority. For all special school events, all-district events, and state events requiring cleaner work either before, during, and/or after, overtime shall be offered to cleaners by building seniority if the work is inside the building, and, overtime shall be offered to cleaners by school district seniority if the work is outside the building.

ARTICLE VIII - VACATION

Vacations will be in compliance with Sections 2-18-611 through 2-18-617, Montana Codes Annotated, as follows:

- A. Annual vacation leave.
 - 1. Each permanent full-time employee shall earn annual vacation leave credits on all hours worked from the first day of employment. For calculating vacation leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Vacation leave credits earned shall be credited at the end of each pay period; however, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months. Unscheduled days during the summer are not counted as time worked toward the 6 calendar months.
 - 2. Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have worked the qualifying period.
 - 3. An employee may not accrue annual vacation leave credits while in a leave-without-pay status exceeding 15 working days.
 - 4. Substitute employees will not earn vacation credits. Substitutes are temporary employees. A temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than 6 months may count as earned leave credits for the immediate term of temporary employment.
- B. Rate earned. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

| <u>Years of Employment</u> | <u>Working Days Credit</u> |
|--|----------------------------|
| 1 day through 10 years | 15 days |
| 11 th year through 15 years | 18 days |
| 16 th year through 20 years | 21 days |
| More than 20 years | 24 days |

- C. Military leave considered service. A period of absence from employment with the state, county, or city occurring either during a war involving the United States or in any other national emergency and for 90 days thereafter for one of the following reasons is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this section:
1. Having been ordered on active duty with the armed forces of the United States;
 2. Voluntary service on active duty in the armed forces or on ships operated by or for the United States government; or
 3. Direct assignment to the United States Department of Defense for duties related to national defense efforts if a leave of absence has been granted by the employer.
- D. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- E. The dates when an employee's annual vacation leaves shall be granted shall be determined by agreement between the employee and the supervisor.
- F. Employees will receive 1 unpaid non-accumulative personal leave day per school year then employees will use accrued time before being allowed to use leave without pay. Once the employee designates the day as the unpaid personal day, it will be taken in its entirety.

Accumulation of leave - cash for unused - transfer.

1. 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 days from the last day of the calendar year in which the excess was earned.
2. An employee who terminates employment for reason not reflecting discredit on 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 M.C.A. 2-18-611.
3. However, if an employee transfers between agencies of the same jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

ARTICLE IX - HOLIDAYS

The following holidays will be given with pay:

1. Christmas Eve
2. Christmas Day
3. New Year's Day
4. Thursday of Teacher Convention

5. Friday of Teacher Convention
6. Labor Day
7. Thanksgiving Day
8. Friday following Thanksgiving
9. Friday of Spring Break
10. Monday of Spring Break (if Friday and Monday of Spring Break are cancelled, the holidays will revert to the original Holiday-Good Friday and Easter Monday)
11. Memorial Day
12. One Personal Day

If the holiday falls on Sunday, Monday is the holiday. If the holiday falls on Saturday, Friday is the holiday. Employees must be in pay status – work or use accrued hours – the day before and following a Holiday, to receive the Holiday Pay.

ARTICLE X - SICK LEAVE

Sick Leave will be in compliance with State Law (M.C.A. 2-18-618) as follows:

- A. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal 1 year. Sick leave credits shall be 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. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days. Unscheduled days during the summer are not counted as time worked toward the 90 days.
- B. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- C. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- D. An employee who terminates employment with the District is entitled to a lump-sum payment equal to one-fourth 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 he/she terminates his/her employment. The payment, therefore, shall be the responsibility of the agency wherein the sick leave accrues. When an employee transfers within the Butte School District, he/she shall not be entitled to a lump-sum payment. All accrued time is maintained.
- E. An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.
- F. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.

ARTICLE XI - HEALTH AND WELFARE

- A. The District shall pay, on behalf of each fulltime employee of the bargaining unit, a contribution towards a health and welfare plan covering the employee, which includes medical, dental, optical and life insurance coverage for the term of this Agreement as follows:
- | | |
|------------------|-----------------|
| Effective 7/1/17 | \$675 per month |
| Effective 7/1/18 | \$700 per month |
- B. The District will pay the employer portion of the health, dental and vision (but not life) insurance for one year for employees hired prior to July 1, 2012. The retiree must have ten (10) or more years of full-time continuous experience with the District.
- 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 for six payments its share of the employee's insurance cost.
- D. For purposes of this Article only, after August 1, 2002, a full-time employee is defined as an employee who is regularly scheduled to work 40 hours per week during the school year. Only fulltime employees are eligible for a District contribution towards a health and welfare plan. Any difference between the District's insurance premium contribution and the actual premium shall be deducted from the employee's paycheck. Employees who do not participate in the insurance program shall receive no contribution.
- E. If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program or if a special session of the Montana Legislature increases funds available to the school District during the term of this Agreement, either party may give notice to the other within ninety (90) calendar days after such enactment of its intent to renegotiate the impact of such changes.
- F. 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.
- G. The Union will provide to the employer a list of those employees participating on the insurance plan and a waiver form for each employee not participating on the plan.

ARTICLE XII – RETIREMENT

- A. Eligible employees shall be covered under the Montana Public Employees Retirement System (PERS). For purposes of this section, eligible employees shall be defined in accordance with Sections 19-3-411 and 19-3-412 of the Montana Codes Annotated.
- B. Upon retirement, an employee with ten through fifteen (10-15) years of service with the District shall be entitled to receive an additional five (5) days of pay based on the employee's rate of pay at retirement. An employee with more than fifteen (15) years of service with the District shall be entitled to receive an additional ten (10) days of pay based on the employer's rate of pay at retirement.

ARTICLE XIII - SENIORITY AND JOB SECURITY

- A. After a probationary period of 30 work days an employee may not be discharged without good and sufficient cause.
- B. Seniority based on the seniority lists provided for in this section, shall govern all reductions and increases in the working force, including layoffs and rehires. A seniority list for employees covered by this Agreement, shall be maintained by the District as follows: The names of all present regular employees shall be placed on the seniority list as of the date of their original employment as a regular employee; after 30 work days from the date of hire as a regular employee, a newly hired employee's name shall be added to the seniority list as of the date of such employee's employment as a regular employee.
- C. Seniority shall be considered when a vacancy is to be filled and requests for transfers are received at a job fair. Notice of all summer work opportunities shall be provided to all members. To the extent practicable, five (5) working days will be allowed for employees to bid summer work opportunities. When bidding summer work, employees will be required to indicate their preference for work assignment. Assignment will be based first on seniority and secondly on the preference indicated by the employee. Because the Fourth of July is not a Holiday, cleaners are not scheduled to work and do not get paid for that day. After the last day of school for teachers, employees may choose to work four (4) ten (10)-hours shifts instead of five (5) eight (8)-hour shifts for summer work, if approved by Building Administrator. If the cleaner is scheduled to work the week of the Fourth of July, the maximum number of hours to be worked is thirty-two.
- D. Seniority shall prevail when a reduction in force necessitates a layoff. In this event, the last employee in the bargaining unit hired by the District shall be the first employee laid off. Thereafter, if a job opening occurs within the bargaining unit, the most senior employee on layoff shall have the first right to recall into that position.
- E. When placed on layoff, an employee is responsible to provide the District with a current mailing address and phone number where he/she can be contacted. If a position becomes available within the bargaining unit, the District will provide written notice of recall to the employee by registered mail, return receipt requested. Within twenty-four (24) hours of receipt of such notice, the employee will be required to contact the District and state his/her intention to return to work. The employee shall have fourteen (14) calendar days after receipt of recall notice to return to work. An employee who does not return to work when recalled will forfeit his/her seniority and any further right to recall.
- F. Recall rights shall terminate automatically twelve (12) months from the date of layoff and no further right to recall shall exist.
- G. To the extent practicable, if there is to be any reduction in the work force for the following year, the Union and the employee(s) affected shall be notified prior to the fourth Monday in June of each year.
- H. If a position in the regular work force is vacated, the District must fill the position within 45 working days unless the District determines the position is no longer required.

- I. The District will attempt to maintain a list of substitutes sufficient to meet the needs of the District. An employee on layoff within the bargaining unit shall be placed on the substitute list for employees. All substitute work shall be first distributed on a rotating basis to employees on layoff. Should a vacancy occur within the bargaining unit, and to the extent that there are no employees on layoff, the District may elect to hire an employee on the substitute list for a regular full-time position within the bargaining unit. Preference by District experience and evaluation will be given to substitute employees.
- J. It is understood that an employee has job security and the job is not open for bid until the employee relinquishes the position or after one year, whichever occurs first. An employee may request an extension beyond one year. The District and the Union shall review any such request and present a recommendation to the Board of Trustees. The Board of Trustees, at its sole discretion and responsibility, may approve such a request.
- K. Building seniority shall be considered in assigning of a work area within a building, and for assignment of overtime, after the cleaner assigned the work area has declined the overtime, for the most senior employee available not already in overtime status.

ARTICLE XIV - GRIEVANCE PROCEDURE

- A. The term "Grievance" is defined as any controversy or dispute between the parties or between the District and the employees covered by this Agreement as to any matter involving the interpretation, application, or violation of any provision of this Agreement or of existing customs, practices, usage, rules, working conditions.
- B. **GRIEVANCE STEPS**
 - Step 1. Any dispute that may arise must be presented to the employee's immediate supervisor by the employee or along with his or her union representative within 15 working days of its occurrence. Within 5 working days of receipt of such dispute, the immediate supervisor shall advise the employee or his or her Union representative of his decision.
 - Step 2. If the parties fail to resolve the dispute in Step 1, the issue may be appealed to the Director of Labor Relations and Human Resources by the Union Representative within 10 working days of the supervisor's decision in Step 1. Within 5 working days of receipt of such appeal, the Director of Labor Relations and Human Resources shall meet with the employee and/or his or her Union representative to discuss the dispute. Failing resolution at this meeting, the Director of Labor Relations and Human Resources shall render a decision within 5 working days.
 - Step 3. If a satisfactory settlement is not reached in Step 2, the grievance shall be reduced to writing and must be presented to the Superintendent or his/her representative within 10 working days of the decision in Step 2 by the Director of Labor Relations and Human Resources. Within 5 working days of receipt of such appeal, the grievance shall be considered at a meeting of the Union Committee with the Superintendent. Failing resolution at this meeting, the Superintendent shall notify the Union, in writing, of a decision within 7 working days after conclusion of the meeting. Any grievance that involves a suspension or a question of anyone outside of the bargaining unit performing any unit work may be taken up in Step 3.

Step 4. If a satisfactory settlement is not reached in Step 3, either the Union or the District may within 10 working days of notification refer the grievance to arbitration by given written notice to the other party.

C. ARBITRATION.

1. The party requesting arbitration shall specify the question or questions to be arbitrated. The parties will use the facilities of the Federal Mediation and Conciliation Service to select an arbitrator. The arbitrator shall be selected within 10 days after receipt of the panel from the Federal Mediation and Conciliation Service or the American Arbitration Association. All decisions rendered as a result of any arbitration proceedings provided for herein shall be final and binding upon both parties.
2. Rules of Procedure for Arbitration
 - a. The fees and expenses of the arbitrator shall be shared equally by the parties.
 - b. The arbitrator shall not have the authority to add to, subtract from, or modify any of the terms of this Agreement.
3. Time Limits
 - a. Time limits as defined in this Article may be extended only by mutual agreement between the parties. Saturdays, Sundays, and Holidays are not considered working days.
 - b. Failure to abide by the specific time limits provided in the grievance procedure by either the District or the Union, at any step unless mutually agreed otherwise in writing, shall automatically result in the position of the party violating such time limits, being considered as null and void and the position of the opposite party being fully upheld.

ARTICLE XV – NON-DISCRIMINATION

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

ARTICLE XVI - SAVINGS CLAUSE

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

ARTICLE XVII - TERM OF AGREEMENT

This Agreement shall become effective on July 1, 2017 and shall continue for the period of two years until June 30, 2019 when it automatically renews itself and continues in full force and effect from year to year thereafter unless written notice is given by either party to this Agreement prior to May 1, 2019, or any year thereafter, that changes are desired in any or all of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands on July 1, 2017.

SCHOOL DISTRICT NO. 1
SILVER BOW COUNTY, MONTANA

UNITE HERE!
LOCAL 23

By: _____
Ann Boston, Chairperson
Board of Trustees

By: _____
Mark Anderlik
Business Representative

ATTEST: _____
Dennis Clague
Director of Business Affairs