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BELGRADE SCHOOL DISTRICT NO. 44
BELGRADE MONTANA

BELGRADE CUSTODIAN, MAINTENANCE AND GROUNDS
WORKERS
CHAPTER OF THE
MONTANA FEDERATION OF PUBLIC EMPLOYEES
LOCAL #7767

EFFECTIVE JULY 1, 2021 TO JUNE 30, 2023

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THIS AGREEMENT, entered into this July 1, 2019 by and between the Board of Trustees, School District No. 44, Belgrade Montana, hereinafter called the “Board” and the Montana Federation of Public Employees, hereinafter called the “Union”.

For purposes of clarification, the Employer-Belgrade School District will hereinafter be called the “District”.

Article 1 All Inclusive Agreement

Section 1.01

This instrument contains all provisions of the Agreement between the Board and the Union on all matters negotiable for agreement and neither party hereto shall be required during the term hereof to negotiate for agreement upon any issue whether or not such issue is mentioned herein. All prior practices, agreements, and understandings are superseded by the Agreement and are of no force or effect unless specifically incorporated herein.

Article 2 Scope of Agreement

Section 2.01 Terms of Agreement

This Agreement shall remain in full force and effect for a period commencing on July 1, 2019 or upon ratification by the parties, whichever is later, through June 30, 2021. If the exclusive representative or District desires to modify or amend this Agreement, it shall at least be 90 days prior to the expiration of this Agreement provide the other side with a notice of its intent to open the contract.

Section 2.02 Mutual Agreement to Renegotiate

Both parties agree that all terms and conditions of this Agreement are effective for the duration of two (2) contract years excluding salary and benefits which will be for the duration of one year.

Article 3 Management Rights of Public Employers

Section 3.01 Powers of the Board

The matters of negotiation and bargaining for agreement herein shall not include matters of policy of operation, selection of custodians and other personnel, or physical plant of schools or other facilities. The Board has and shall retain, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by law to establish school policy of operation, including, but not limited to the right:

1. To exercise the executive management and administrative control of the school system and its properties, facilities, programs and the agreed activities of its employees as limited by the terms of this Agreement.
2. To employ and re-employ all personnel, determine their qualifications, conditions, or employment and work assignments, and further to promote, demote, or dismiss such personnel as outlined by the terms of this Agreement.
3. To establish and supervise all manner of work, work schedules, hours of work, days that the school shall be in session, physical plant, and other facilities, to establish terms and conditions of employment except as hereinafter set forth in this Agreement.
4. The management of the district and the direction of its employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated.

Section 3.02 Assurance of Rights

Nothing in this Article shall be interpreted to limit the rights of the Board as stated in Montana Code Annotated 39-31-303 (Management Rights of Public Employers).

Article 4 Recognition and Definitions

Section 4.01 Recognition

The Board recognizes the Union as, and the Union acknowledges it is, the exclusive bargaining representative for all Custodians, Maintenance Workers, Grounds Workers, and Head Custodians as certified by the Board of Personnel Appeal, State of Montana.

Section 4.02 Appropriate Unit

The Exclusive Representative (MFPE) agrees to limit its exclusive bargaining representation to eligible employees of the District. Eligible employees is defined as all Custodians, Maintenance workers, Grounds Workers, and Head Custodians of School District No. 44 who are employed for more than nineteen (19) hours per week and more than one hundred (100) work days per year, excluding supervisory, confidential and all other employees. Non-eligible employees are not covered by this Agreement.

Section 4.03 Definitions

For the purpose of this agreement, the following definitions apply:

1. "Employer, Board, or District" as referred to in this Agreement means School District No. 44 and/or its designated representative.
2. "Union" as referred to in this Agreement, means the Belgrade Custodian, Maintenance and Grounds Workers Chapter of the Montana Federation of Public Employees.
3. "Days" when used in this contract shall mean calendar days unless otherwise specified.
4. "Workday" is the number of hours designated by management to fulfill the needs of each position, usually, but not always, consisting of eight (8) hours in one twenty-four (24) hour period.
5. "Workweek" is a regularly recurring period of (5) five consecutive workdays followed by two days off. The workweek need not coincide with the calendar week -- it may begin on any day of the week and any hour of the day. A non-regular workweek schedule not meeting the previous definition may be used by the employer with the consent of the affected employee.
6. "Overtime" is that time worked by an employee in excess of forty (40) hours in a workweek. For the purpose of accounting overtime, the District's standard workweek for all classified employees will begin immediately after 12 o'clock midnight on Saturday – i.e., the workweek shall begin starting with the first minute of Sunday morning.

Article 5 Union Security

Section 5.01 Dues Check Off

Pursuant to Section 39-31-203, Montana Code Annotated (MCA) which reads:

“Upon written authorization of any public employee within a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the Secretary of the exclusive representative and shall deliver the dues to the Treasurer of the exclusive representative.”

The Employer agrees, upon receipt of a written authorization from the employee, to deduct from the pay of the employee the monthly amount of dues or representation fees as certified by the exclusive representative and shall deliver such sums to the Executive Director of the exclusive representative. Such authorization will be processed by the Employer and will be deducted during the next payroll period.

Article 6 Mutual Obligations

Section 6.01 Cessation of Work

Subd 1:

There shall be no cessation of work through strikes or limitations upon the normal work activities of employees of the Union or lockouts by the Board during the terms of this Agreement.

Subd 2:

The District agrees to comply with U.S. Department of Civil Rights regulations prohibiting discrimination in employment on the basis of race, color, national origin, age, sex, pregnancy, creed, citizenship, ancestry, marital status, physical or mental disability, veteran status, or religion. All complaints regarding discrimination shall be referred to the District's Human Resources Director.

Article 7 Job Security

Section 7.01 Probationary Period

The probationary period shall be utilized for the most effective adjustment of a new employee and for the separation of any employee whose performance does not, in the judgment of the District, meet the required standard of performance. The probationary period shall be a minimum of twelve (12) consecutive months for a single position. An employee who assumes a new classification will serve a probationary period of twelve (12) consecutive months. An upgraded employee that is removed from the upgraded position within the probationary period shall be returned to a comparable position.

A probationary period may, by mutual agreement of MFPE and District, be extended. If the District determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice by the District and without just cause.

Section 7.02 Permanent Status

Any employee who has not been terminated during the probationary period, shall automatically attain permanent status.

Section 7.03 Termination of Employment

Termination of employees during their probationary period shall be at the discretion of the District. Termination of permanent employees shall follow a policy of progressive discipline. No permanent employee shall be terminated without just cause. A permanent employee shall be furnished at the time of termination a written statement of the statutory or other grounds and the specific reasons

for termination in sufficient detail to apprise the employee of the facts. The District shall include in the written statement to the employee, notice of the employee's rights to grieve the termination per contract grievance procedures. If exercised, the grievance procedures, shall be the employee's exclusive arena of review and remedy.

Section 7.04 Exception

This provision shall not, however, be construed as precluding the District from relieving an employee immediately from his/her official position or from excluding him/her from his/her post or place of duty or employment pending preparation and giving notice of termination but no pay shall be withheld for such period.

Section 7.05 Seniority

Subd 1:

A seniority list shall be established for all custodial, maintenance and grounds worker positions in the District who are subject to the terms and conditions of this agreement. The seniority list shall be by the employees' assigned school building – i.e. Ridge View, Heck Quaw, Saddle Peak, Middle School and High School. Seniority will be determined by the employees' primary assignment/job classification, where he/she works a majority of their time or at least 55% of a work day.

Subd 2:

A seniority list shall be provided to each Union Steward for distribution on a monthly basis. The list will include names, position, building assignment, step and grade and wage and employees hired and terminated.

Subd 3:

On an annual basis, each July 1, written correspondence shall be provided to the District Human Resources Director listing the Job Stewards selected and their contact information. The list will identify the individual named as Local Steward and the Alternate Steward.

Subd 4:

There shall be no right to "bump" between the four (4) seniority lists. If an employee works part of the year as a grounds worker or maintenance worker and part of the year as a custodian, he/she may not obtain seniority in both categories.

Section 7.06 Lose/Retention of Seniority Rights

An employee who voluntarily resigns or is terminated for just cause, shall lose all seniority rights and shall be considered, for purposes of computing seniority, a new employee on their most recent hire

date if they are rehired/eligible for rehire who is transferred involuntarily to another school building shall retain their original seniority rights and pay grade.

Section 7.07 Order of Layoffs

Subd 1:

When layoffs are necessary, employees with the greatest seniority in the District shall be retained. In the event of a recall, employees will be recalled in the inverse order in which they were laid off. Notice of recall will be sent by registered mail, return receipt requested, to the home address on record with the payroll department. Unless an employee responds to the recall notice within ten (10) working days following receipt of the notice or its attempted delivery, the employee's name will be removed from the recall list and the employee will no longer have any job rights with District. The District will have no obligation to recall the employee if they have been on a continual layoff for a period in excess of one (1) year.

Section 7.08 Reduced Hours versus Layoff

If the District chooses to reduce working hours, the seniority rights of Section 7.05 shall apply. For example, if hours are reduced, the least senior employee in the same job classification will have work hours reduced.

Section 7.9 Length of Recall Rights

No new custodial employees may be hired until all employees laid off within the past twelve (12) months have either been recalled or have waived their recall rights by failing to report as provided for above. An employee shall be deemed to have waived his or her right to recall unless he or she does report within ten (10) working days of the date of mailing such notice.

Section 7.10 Prior Notice

At least twenty (20) working days' written notice must be given to an employee before he or she may be laid off. At least (10) ten working days' written notice must be given to an employee before he/she may have working hours reduced.

Article 8 Employee Status, Work Schedules and Overtime

Section 8.01 Employee Status

Subd 1:

Full Time Definition: A full time status is any employee hired for a position by the District for a full day/8 hours or 40-hour work week. For the purpose of benefits, all classified employees who work 6 hours or more during their scheduled shift, 180 days during the year or 4 or more hours year-round are eligible for

the District paid \$25,000 Life Insurance Policy as well as District Health Insurance with 100% of the district's designated contribution.

Subd 2:

Part Time Definition: A part-time employee is any employee hired for a position by the school district for less than a full day and/or less.

Subd 3:

Seasonal Employee Definition: A seasonal employee is any employee hired for a position considered seasonal by the District such as groundskeeper or summer helper. Seasonal employees may have varied schedules without a guarantee of hours or duration of employment.

Subd 4:

Proration of work day: Part-time and seasonal status employees shall receive wages and fringe benefits on a pro-rated basis according to the percentage of the workday or work year they are employed provided the employee is eligible for the benefits as stated in other sections of this Agreement.

Section 8.02 Length of Workday

The length of a workday is governed by the number of hours for which the employee is hired and by the position and location of the job assignment. The workday is exclusive of lunch but inclusive of breaks except as provided below for late shifts. The duty day shall be established by the Employer.

Section 8.03 Work Scheduling

Subd 1:

Custodial work schedules shall be established, and/or provided to the Building Principal and Director of Facilities for approval, annually no later than five (5) calendar days before the start of the school year. Employee work assignments shall be arranged to preclude work in excess of forty (40) hours per workweek unless justification to Building Principals and Director of Facilities warrants an assignment in excess of 40 hours.

Subd 2:

Changes to the workweek schedule may be made to meet effectiveness and efficiency of the school district operations that may change during the school year if a ten (10) working day notice is given to the employee. For temporary, emergency, or other compelling reasons, advance notice is not required but a shift differential of fifty cents (\$0.50) per hour will be paid for the first ten (10) working days of the changed schedule. After ten (10) working days, the rate of pay shall revert to the regular rate of pay.

Subd 3:

Scheduled overtime for various scheduled special events/meetings is not considered call out and no employee will be sent home early to avoid the payment of overtime.

Section 8.04 Shift Differential

Subd 1:

Split Shift Assignment: All employees greater than one-half full time (0.5 FTE) assigned to a split shift shall receive split shift premium pay. In order to qualify for such premium, pay the split shift assignment must commence and end on the same day and have an unpaid time period between the split shifts of at least a two (2) hour duration. Employees required to work the split shift as defined above will receive fifty cents (\$0.50) per hour split shift premium in addition to their regular rate of pay for all hours worked on such split shift.

Subd 2:

Evening Shift Assignment: An evening shift shall be construed as a shift commencing between the hours of 2:00 p.m. and 12:01 a.m. and of at least four (4) hour duration. Employees required to work evening shifts as defined above will receive fifty cents (\$0.50) per hour evening shift premium in addition to their regular rate of pay for all hours worked on such evening shift. Employees working an evening shift assignment on non-school days will not be eligible for the shift differential unless working the evening shift on a non-school day is required in advance by the building Principal and Director of Facilities. Evening shift differential will only apply on school days.

Subd 3:

Limitations on Premium Pay: An employee is eligible for only one premium pay adjustment to his/her base pay under this section.

Section 8.05 Breaks

Subd 1:

Employees shall be provided a non-paid, duty-free lunch or dinner period of at least one-half (1/2) hour and shall also be granted two (2) paid fifteen (15) minute rest periods for an eight-hour work day. Rest periods shall be taken on school property and may not be used to extend the start or end of a work shift or extend a lunch/dinner break. Time spent on rest breaks will be paid time and considered work time. Employees on rest breaks shall not interfere with fellow employees who are continuing to work.

Subd 2:

On a fiscal year basis, an employee may request a building hour variance for a lunch or dinner break that is greater than regular break. Approval of the longer lunch/dinner break is at the discretion of the District and requires the approval of the appropriate Building principal and Director of Facilities.

Section 8.06 Standard and Split Workweek

The standard workweek of forty (40) hours shall be (5) five consecutive workdays followed by (2) two days off. The split workweek shall be (4) four consecutive workdays followed by (1) one day off, (1) one workday, and a second day off. If a split workweek schedule is used in any building, then that schedule must be rotated between custodial, maintenance, and grounds workers in the same building.

Section 8.07 Authority to Approve Overtime

Each department determines the employee work schedules necessary to conduct its operations. Overtime and/or compensatory time must be authorized by the **Building Principal and Director** of Facilities except in emergency situations and in advance when possible. A non-exempt employee who works overtime without authorization may be subject to disciplinary action.

Section 8.8 Overtime

The following applies to all overtime:

- a) Opportunities for overtime are given to all employees of the bargaining unit within a school building. In the event that there are more responses to work the overtime than are required, the skills of the custodian and the required work to be done will be considered as well as the employee's seniority.
- b) The employer shall attempt to equalize the opportunity for overtime worked among employees in the same work unit and job title when feasible.
- c) An employee shall be paid at a rate of 1 ½ (1.5) times the regular rate of pay for all authorized time he/she works in excess of 40 hours per week.
- d) For the purpose of accounting overtime, the District's standard workweek for all classified employees will begin immediately after 12 o'clock midnight on Sunday through Saturday at 11:59 p.m.
- e) Employees shall be given as much notice as is possible of overtime to be worked.
- f) Any employee may be required to work overtime in an emergency involving the public health and safety.
- g) **Authorized holiday leaves, sick leave, and annual leave shall constitute time worked when computing overtime credits under this Article.**
- h) To be compensable, hours worked in excess of 40 hours in a workweek must be reported and approved on the appropriate form on the District's time reporting system.

Section 8.9 Call Back

An employee who is called by the District and reports back to work from off District property to perform emergency or unscheduled duties shall be paid for a minimum of two hours at a rate of one and one-half times his/her regular rate of pay. The two-hour minimum shall not apply if an employee is called and reports early for his/her normal work day. After the two-hour minimum the employee will be paid at their applicable rate of pay.

Any employee who is required to do snow removal outside of their regularly scheduled work week hours, shall be paid at the rate of one and one half times the employee's regular rate of pay. Any employee whose regular job assignment is seasonal or outside of the bargaining unit, and is hired on an as needed basis for the primary purpose of snow removal will receive a regular rate of pay.

Article 9 Holidays

Subd 1: The following holidays will be observed by the Board during the term of this Agreement:

For school year 10 month employees:

- Labor Day –1-day
- Thanksgiving - 2 days
- Christmas – 2 days
- New Years - 2 days
- Memorial Day – 1 day - Total 8 days

For year round 12 month employees:

- All of the days above in addition to:
- Independence Day – 2 days Total 10 days

Subd 2:

Consistent with Montana Code Annotated 2-18-603, when a holiday listed above falls on Saturday or Sunday, the preceding Friday or the succeeding Monday shall be designated as the holiday. Regular status employees who are scheduled for a day off on a day that is listed as an observed holiday, will receive a day off with pay, provided the employee is in a pay status on the employee's last regularly scheduled working day immediately before the holiday or on the employee's first regularly scheduled working day immediately after. The dates/days of the holidays with multiple days will be determined by the Superintendent in January of each year for the subsequent school year. The holiday schedule will be distributed to employees and posted on the district website.

Subd 3:

If during a contract year, the combined days for holiday leave pursuant to Subd. 1 and Subd. 2 fall below ten (10) days, the employee shall receive the difference as additional personal leave during that

contract year. This provision shall only apply to employees who are hired as 12 month/Fiscal Year employees.

Subd 4:

When an employee is required by the District to work on a holiday listed above, he/she will be paid at the rate of two (2) times his/her regular rate of pay for the day worked, or at the employee's option, he/she may be paid their regular rate of pay for the day worked and earn an alternate paid day off, to be taken at a time agreeable to the employee, Building Principal and Director of Facilities.

Article 10 – Promotions, Vacancies and Transfers

Section 10.01 Vacancies

Vacancies shall be distributed to district classified employees via email and will be posted in the District Administrative office. Vacancies are also posted on the District Website and updated when changes in jobs/vacancies occur. Union Stewards will receive vacancy announcements via email from Human Resources.

Vacancies will be posted and advertised concurrently internally and externally. Employees covered under this bargaining agreement who wish to transfer within the District, will submit an application via the District vacancy/application process. Completing an application will allow the hiring authority at the school or building to adequately evaluate the employee's ability, knowledge of work, experience and the employee's appropriate temperament for the age of the students.

Internal candidates will be considered and evaluated first for vacancies under this agreement and seniority will remain a consideration in hiring decisions. All internal candidates, who apply for a position for which they are considered "qualified" will be granted an interview.

Section 10.02 Current Employees

Current employees who apply for a position within the district when external recruitment exists, will be reviewed in a competitive manner in regards to all applicants for the position. A current employee must be qualified for the position in order to be considered for the vacancy.

Section 10.03 Qualified Definition

"Qualified" as used above, may consider the following factors:

- a. Successful work experience performing duties of a similar nature;
- b. Specific skills or training desired or preferred for the position;
- c. Ability to effectively work with students'/grade level, staff and Administration;
- d. Evaluation of the specific school or program needs;
- e. Licenses and Certifications (i.e. Boilers)

f. Additional criteria will be included and defined on an as needed basis.

Section 10.04 Evaluation of Internal Candidate

Internal applicants will not be evaluated or held to a higher standard than external applicants. All applicants must meet the application and qualification requirements for the position and the review of qualifications will be made in a fair, consistent and equitable manner.

Article 11 – Leaves

Section 11.01

Employees of this District are entitled to and shall earn the same vacation and sick leave benefits that all other State of Montana employees receive pursuant to Montana Code Annotated sections §§ 2-18- 611 through 2-18-618.

Section 11.02 Vacation Leave

Subd 1:

This section provides the following vacation benefit schedule for full-time employees who have worked at least six (6) months without a break in service to exceed five (5) days.

Vacation Leave Accrual Rate

1-10 years of employment .05769 per hour worked / 15 working days per year
11-15 years of employment .06923 per hour worked / 18 working days per year
16-20 years of employment .08077 per hour worked / 21 working days per year
21+ years of employment .09231 per hour worked / 24 working days per year

Subd 2:

Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year.

Subd 3:

Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee. (Montana Code Annotated §§ 2-18-615) If an employee approves the use of vacation leave for an illness, all other leave must be exhausted.

Subd 4:

The dates when an employee's annual vacation leaves shall be granted shall be determined by agreement between each employee, Building Principal and the Director of Facilities with regard to the best interest of the school district thereof as well as the best interests of each employee

Subd 5:

Excess Vacation: The District shall provide a reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. Any accumulation of annual vacation leave in excess of the total allowed under this article subd. 2 at the end of the calendar year, must be used in the first ninety (90) calendar days of the next calendar year or be forfeited. If a reasonable written request to use excess leave is submitted prior to the deadline, and the request is denied, the employee will be allowed to use the excess leave prior to the end of the fiscal year.

Subd. 6:

This does not prohibit the School District, at the District's discretion, from providing cash compensation for unused vacation leave in lieu of the accumulation of the leave at the end of a fiscal year.

Subd 7:

The Union recognizes that the School District shall limit the approval of vacation leave on a day that the school is in session (a student day) to a maximum of six (6) days per each school year. At the complete discretion of the Director of Facilities or other designee, more than six (6) days of vacation may be approved based on events that were unforeseeable and nonrecurring.

Section 11.03 Sick Leave

Subd 1:

Sick leave may be used for the following reasons:

- a) Personal illness, injury, medical disability, maternity-related disability;
- b) Parental leave immediately following your child's birth or placement for adoption
- c) Quarantine resulting from exposure to a contagious disease;
- d) Medical, dental, or eye examination or treatment;
- e) Care of or attendance to an immediate family member for medical reasons. The term "immediate family" means the employee's or the spouse's, child, brother, sister, parent, aunt, uncle, grandchildren and grandparent.
- f) Care of or attendance to other relatives at the discretion of the school district for serious illness or injury to significant others, based on what is reasonable for each specific situation.

Subd 2:

Employees begin accruing sick leave from their first day of employment and they must work 90 days to be eligible to use Sick Leave. Unless there is a break in service of in excess of 5 working days, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period. Sick leave credits shall be earned at a rate of twelve (12) working days for each year of service without restriction to the amount of sick leave accumulated.

Sick Leave Accrual Rate

- .04615 per hour worked which equates to 8 hours per month for a full time employee.

Subd 4:

An employee who has passed the 90-day qualifying period and who separates employment from the District shall be entitled upon termination to cash compensation pay-out for the unused leave equal to one-fourth (1/4) the accumulated sick leave. The payout will be based upon the employee's salary at the time of termination.

Subd 5:

Using sick leave for any reason not identified in the Sick Leave Policy, shall be investigated by the District and may be considered abuse of sick leave. Persistent or patterned misuse of sick leave may also be considered an abuse of sick leave. Abuse of sick leave may be cause for disciplinary action up to and including termination and forfeiture of cash compensation for unused sick leave. If a Principal suspects sick leave abuse, s/he will consult with the Human Resources Director. Requesting medical documentation is at the sole discretion of the Superintendent.

Section 11.04 Bereavement Leave

In case of a death in the immediate family, an employee will be allowed to use up to five (5) days of sick leave for bereavement purposes. The employee's immediate family refers to a spouse, child, parent, brother, and sister, grandparent, grandchild, aunt, uncle or corresponding in-law.

Section 11.05 Jury Duty

An employee who is summoned to jury duty or subpoenaed to serve as a witness may elect to receive regular salary or to take annual leave during jury time. An employee who elects not to take annual leave, however, must remit to the District all juror and witness fees and allowances (except for expenses and mileage). The employee will be expected to report to work if dismissed prior to his/her established work schedule if more than one (1) hour remains in their workday. If the employee has elected to use annual leave for his/her jury duty and gets dismissed prior to the end of his/her established work schedule, the employee can return to work for the remainder of their work day in lieu of annual leave for that period of time or elect to use the remaining time as annual leave. Employees will not be compensated for time not worked. The District may request the court to excuse an employee from jury duty, when an employee is needed for proper operation of the school. This does not apply to employees who are asked or volunteer to testify in court.

Section 11.06 Leave without Pay/Leave of Absence

Leave without pay may be approved based on the nature of the circumstances that require the employee to ask for the leave. Approval of any leave without pay is at the discretion of the Board of Trustees or their designated representative. The Superintendent must approve any employee request for leave without pay exceeding a duration of five (5) days.

11.07 Prior Approval of Leaves

All leave requests must be inputted into the District's Leave Management system even if the employee does not need a substitute for the position.

Article 12 Fringe Benefits

Section 12.01 General Benefits

Subd 1:

Availability: Insurance benefits of Family Health, Family Dental, and Family Optical are offered to employees subject to the limits of the policy and/or carrier.

Subd 2:

Combining Entitlements Prohibited: No employees may combine any portion of the premium and/or District monies with another employee to purchase one policy. If there is dual coverage, the insurance carriers decide which policy is the primary policy.

Subd 3:

Continuity of Coverage The level of coverage will remain the same unless specifically agreed upon through the collective bargaining.

Subd 4:

Maximum 2019-21 District Contribution: School District #44 will pay towards the premium as stated in item (a) for a two-year period commencing July 1, 2019. The participating employee will pick their level of coverage - single, two-party, parent with children, or family. Only employees who are enrolled for district provided benefits will receive the district contribution. For the two-year period, July 1, 2019 through June 30, 2021 the District will pay up to, but not to exceed:

Item A

Level of Coverage	Up To But Not Exceed
Single Party	\$480.00/month or \$5,760.00/contract year **
Two Party	\$661.00/month or \$7,932.00/contract year
Parent With Child	\$640.00/month or \$7,680.00/contract year
Family	\$782.00/month or \$9,384.00/contract year

**Rate will remain stable or increase depending on Federal Affordable Care Act regulations.

Informational Only: Rate of Single Party increased from \$327.00 to \$430.00 based on Board Approval, September 24, 2015 for compliance with Federal Affordable Care Act.

Subd 5:

Liability Limitation: The District's only obligations hereunder are to pay over to the insurance carrier the appropriate premium, contributions and withholdings. The District is not the insurance provider and shall not be liable for any claims, for non-payment for claims or failure to provide coverage of benefits.

Subd 6:

Excess Benefits: Any school district contribution remaining after being applied to benefits found in Subd. (a) shall be non-transferable to any other benefit and shall be forfeited.

Subd 7:

Continuity of Eligibility: Employees retiring or leaving from the system will be allowed to participate in the group insurance benefits at their own expense unless the insurance carrier prohibits this post-service participation .

Section 12.02 Fringe Benefit Limitation

The fringe benefits described in this Article or other parts of this Master Agreement constitute the only fringe benefits guaranteed over the duration of this Agreement. District practices and policies may be changed at the discretion of the Board. Other fringe benefits may be provided as mandated by law.

Article 13 Severability

Section 13.01

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Agreement to the extent that it violated the law. All remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision.

Article 14 Local Representation

Subd 1.

Union Stewards shall be selected by the Union. The Stewards shall be the local representatives during informal stages of the grievance procedure. A Steward, Director of Facilities and Building Principal shall meet when necessary, at a date and place mutually agreed upon, for the purpose of handling grievances. No employee shall lose paid time from his or her regular hours while in conference with the Human Resources Director, Director of Facilities, Building Principal, and Superintendent, Board or the Board's representative.

Subd 2.

On an annual basis, each July 1, the District shall be provided a list of the current Stewards.

Article 15. Grievance and Arbitration

Section 15.01 Definitions

The following definitions and interpretations apply to Article 15 or this Agreement.

1. A grievance is defined as any dispute involving the misinterpretation, misapplication, or alleged violation of a provision of this agreement;
2. Board policies and District personnel practices that are not a subject of the terms and conditions of employment found in this agreement are not grievable unless the employer has not adopted a process or policy for resolution of a dispute over adopted Board policies or District personnel practices;
3. An “aggrieved employee” or “grievant” means a District employee who is covered by the appropriate bargaining unit;
4. The time limits provided in this grievance procedure shall be strictly observed but may be extended by written agreement between the Union and the District;
5. Reference to ‘days’ regarding time periods in this grievance procedure shall refer to working days, which excludes Saturdays, Sundays, and holidays observed by the District;
6. In computing any period prescribed or allowed by procedures herein, the date of the act or event or default from which the designated period of time begins to run shall not be counted;
7. The filing and service of any notice or document herein shall be timely if it is personally served or if it bears a post mark of the United States Postal Service within the time period;
8. Failure of the grievant to file a grievance or appeal to the next step within the time limits prescribed herein shall act as a bar to the filing of the grievance or to any further appeal, and an administrator’s failure to render a decision within the time limits presented herein shall permit the grievant to proceed to the next step; and
9. The grievant may be accompanied by a Union representative at such time an investigatory or disciplinary process is anticipated by the District. However, Union representatives will not be provided release time for grievance investigative matters.

Section 15.02 Grievance Process

Grievances or disputes, which may arise, shall be settled in the following manner:

Step 1: Within ten (10) working days after its occurrence, the aggrieved party shall attempt to informally resolve his or her complaint at the lowest possible level.

Step 2: If the grievance is not settled satisfactorily at Step 1, the grievant shall within ten (10) working days submit a formal grievance in writing to the Building Principal and Director of Facilities. The written grievance shall set forth the nature of the grievance, the facts on which it is

based, the provisions of the agreement allegedly violated, and the remedy requested. The Building Principal or Director of Facilities shall, within ten (10) working days after receipt of said letter, respond to the complaint in writing.

Step 3: If the grievance is not settled satisfactorily at Step 2, the grievant shall within ten (10) working days appeal the response to the Human Resources Director. Within ten (10) working days, the Human Resources Director shall arrange a meeting with the grievant, MFPE Field Representative, and the Superintendent in an attempt to resolve the grievance. Within ten (10) working days after the meeting, the Superintendent with respond to grievance in writing.

Step 4: If the grievance is not settled satisfactorily at Step 3, the grievant shall within ten (10) working days appeal the Superintendent's response to the School Board of Trustees. The Board shall determine whether or not it wishes to hear the grievance. If it agrees to hear the grievance, it shall within ten (10) working days. Within ten (10) working days after the hearing, the Board shall respond to the grievance in writing.

Step 5: If the grievance is not settled satisfactorily at Step 4 or if the Board declines to hear the matter, the grievance may be submitted for arbitration by sending notice to the Board within ten (10) working days. The aggrieved party shall request a list of seven (7) names of qualified Arbitrators from the Montana Board of Personnel Appeals. The Union and District shall each strike three (3) names in alternate order and the remaining shall be the appointed arbitrator. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Union. Decisions of the Arbitrator shall be final and binding on both parties. Costs incurred by the Arbitrator shall be equally borne by both parties.

Subd 1:

Authority of the Arbitrator: An Arbitrators authority is limited to matters of interpretation or application of the express provisions of this agreement that directly pertain to the issue(s) submitted in writing for arbitration. The arbitrator shall consider and decide only the special issue or issues submitted in writing and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this agreement.

Subd 2:

Time limits: If a grievance is not presented within the time limits set for above, it shall be considered waived. A time limit in each step may be extended by mutual written agreement of the District and the Union.

Article 16 Employee Training and Travel

Section 16.01 Training

District scheduled time required to be spent travelling to and from and attending lectures, meetings or training is considered working time for purposes of calculating overtime.

Section 16.02 Employer Initiated Training

Employees continuously acquire new job skills through (a) their own initiative, (b) the help of other employees, or (c) their supervisor's assistance. Occasionally, the District may require an employee to attend a conference, workshop, or meeting to acquire specialized training. All such required attendance shall be at the school district's expense. Reimbursement for associated employee costs shall be pursuant to IRS rules, State law, or District Policy- whichever is applicable.

Section 16.03 Employee Initiated Training

All non-required attendance at a conference, workshop, meeting, or another educational activity must receive prior authorization from the employee's Building Principal and Director of Facilities. The Director of Facilities has the right to deny or approve any and all employee initiated requests. The extent of any financial support for an approved employee initiated request is negotiable between the employee, Director of Facilities and the Building Principal. An employee initiated request to attend an out-of- district lecture, meeting, or training does not require the employer to pay for more than an eight- hour day for each day the employee is gone.

Article 17 Compensation

Section 17.01 Basic Rate of Pay

Subd 1:

Compensation and Appendix A: Effective with this Agreement and continuing for the duration of this Agreement, the rates of pay found in Appendix A shall be in effect for employees covered by this Agreement.

Subd 2:

Applicable Rate Table: Employees who are represented by the Montana Federation of Public Employees, performing duties of Custodian, Maintenance Worker or Grounds Worker shall be paid the respective rate tables as indicated in Appendix A.

Subd 3:

Boiler License: It will be a requirement for the position of Maintenance Worker (Formally Custodian II) and the Custodial Maintenance Coordinator to possess a valid, appropriate boiler operator's license within one (1) year from the start date of hire or transfer/promotion. If an employee fails to obtain a boiler license in the required time frame, the employee will be demoted to a Custodian classification at

the District's discretion. Failure to maintain a valid boiler license will result in a demotion to a Custodian classification at the District's discretion.

Subd 4:

An employee may request in writing an additional 6 months of time, not to exceed a total of 18 months, to obtain or renew a boiler license. Approval is at the discretion of the Building Principal in consultation with the Facilities Director.

Section 17.02 Prior Experience

Subd 1:

- a.) The District will grant a maximum of five years of previous custodial/maintenance experience to new employees. Custodians/Maintenance workers with 0-1 years of experience will be placed on Step 2, two years on Step 3, three years on Step 4, four years on Step 5, and 5 or more years will be placed on Step 6.
- b.) A Custodial/Maintenance worker who resigns their position and separates their employment for a period of 6 months or more and is then rehired by the district will be considered a NEW employee.

Section 17.04 Additional Compensation

For assuming additional responsibilities not normally expected of Custodian, Maintenance Worker and Grounds Worker employees, the following premiums shall be paid to members of the unit:

Subd 1:

Head Custodian for each building site or complex:

2021-2023	Saddle Peak	\$1.10/hour
2021-2023	Ridge View	\$1.10/hour
2021-2023	Story Creek	\$1.10/hour
2021-2023	Middle School	\$1.60/hour
2021-2023	High School	\$1.60/hour

Subd 2:

Selection of Personnel: The District reserves the right to select the personnel accepted for the positions described in this Section. All members of the unit shall have the right to apply for position under this Section

Section 17.05 Hold Harmless

If a change in an employee 's job status/classification reduces his/her hourly pay, the District may hold the employee harmless from the pay reduction. However, no pay increase shall be received until the pay based on the new hourly rate exceeds the old hourly rate. For example, an employee who transfers from a Maintenance Worker position to a Custodian position shall be paid the old rate of pay until the rate of pay of Custodian position exceeds the prior Maintenance Worker rate of pay.

Article 18 Complete Agreement and Effect

Section 18.01 Complete Agreement

Complete Agreement: This Agreement constitutes the full and complete Agreement between the parties. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, school policies, rules, or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of the Agreement.

The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept, or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be conducted regarding any provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

Section 18.02 Laws and Regulations

Laws and Regulations: This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 18.03

The provisions of this contract are intended to state minimum standards of employee rights and benefits, and the Employer is not hereby prohibited from extending additional benefits to its employee upon concurrence from the Federation.

Section 18.04

The employer may promulgate policies and procedures under Article III of this Agreement, but these may not modify or invalidate terms of this Agreement.

ARTICLE 19 Acknowledgment

ACKNOWLEDGMENT OF RATIFICATION

IN WITNESS WHEREOF the parties have executed this Agreement as follows:

FOR BELGRADE SCHOOL DISTRICT NO. 44

Mary Ellen Fitzgerald, Chair of the Board

FOR THE MONTANA FEDERATION of PUBLIC EMPLOYEES:

Randy Walker, Unit Representative

Brenda Snell, Unit Representative

This Agreement was ratified by the local unit of the Montana Federation of Public Employees on _____ and by the Board of Trustees of Montana School District No. 44 on May 17th, 2021.