

**2019-21
COLLECTIVE BARGAINING
AGREEMENT**

between

**FLATHEAD-LAKE COUNTY JOINT
SCHOOL DISTRICT NO. 38
BIGFORK, MONTANA**

AND

**BIGFORK UNIFIED CLASSIFIED
LOCAL 4366
MFPE, NEA, AFT, AFL-CIO**

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**ARTICLES OF AGREEMENT
BETWEEN
BIGFORK SCHOOL DISTRICT NO. 38
AND
THE BIGFORK UNIFIED CLASSIFIED MFPE, NEA, AFT, AFL-CIO**

Agreement made and entered into this 26 day of June, 2019, by and between BIGFORK SCHOOL DISTRICT NO. 38 hereinafter called the "District", and the BIGFORK UNIFIED CLASSIFIED, NEA, AFT, Montana Federation of Public Employees - MFPE, AFL-CIO, hereinafter called the "Federation".

It is agreed by and between the parties hereto as follows:

ARTICLE 1 Recognition and Scope

The District in compliance with the provisions of the Montana Public Employees Collective Bargaining Act and pursuant to the certification of the Montana Board of Personnel Appeals recognizes the Bigfork Unified Classified, MFPE, NEA, AFT, AFL-CIO as the exclusive representative of all classified personnel of the District but excluding management officials, school administrators, school district clerks, supervisory employees and confidential labor relations employees, as to their wages, hours, fringe benefits and other conditions of employment. The executive secretary shall be excluded from the bargaining unit so long as the position's work entails matter of a confidential nature pertaining to labor relations.

ARTICLE 2 Definitions

For the purpose of this Agreement, the following definitions shall apply:

- 2.1 "District" shall mean the Board of Trustees of School District No. 38, Bigfork, Montana and their designees.
- 2.2 "Federation" shall mean the Bigfork Unified Classified, MFPE, NEA, AFT, AFL-CIO.
- 2.3 "Full-time Employee" shall mean an employee regularly scheduled to work thirty-five (35) hours per week during the school term at a minimum.
- 2.4 "Permanent Part-time Employee" shall mean an employee regularly scheduled to work less than thirty-five (35) hours per week.
- 2.5 "Probationary Employee" shall mean either a permanent full-time or permanent part-time employee during his/her first six (6) calendar months of employment with the District. An employee may be retained in this category an additional period of time upon mutual agreement of the employee and District.

ARTICLE 3 Union Security

- 3.1 The District and Federation agree that they will not interfere with, restrain, coerce or discriminate in any way against any of the employees covered by this Agreement in connection with their membership or non-membership in the Federation.

- 3.2 Upon written authorization of any employee covered by this Agreement, the District shall deduct from the pay of the employee the monthly amount of dues as certified by the Secretary of the Federation and shall deliver the dues to the Treasurer of the Federation.
- 3.3 Within five (5) days of the effective date of this Agreement, the District shall furnish to the Federation a list of all employees within the bargaining unit. Said list shall be updated on an annual basis and provided to the Treasurer of the local Federation upon request.

ARTICLE 4 Fair Practice

The District and Federation equally recognize the rights and dignity of each individual employee and will provide equal opportunities without regard to race, creed, national origin, sex, marital status, or political beliefs.

ARTICLE 5 Wages and Hours of Work

- 5.1 A normal workday for an employee shall consist of a maximum of eight (8) consecutive hours, exclusive of lunch break, and a workweek for an employee shall consist of five (5) consecutive work days.
- 5.2 Wages for the 2019-20 and 2020-21 school years shall be paid in accordance with the negotiated Wage and Classification Schedule for the hours worked in a day. Notwithstanding the foregoing, in the event a general fund Operational Levy is run by action of the Board of Trustees prior to June 30, 2020 and said Levy is passed by the electorate, the parties agree to negotiate in good faith the wage component of the Agreement for the 2020-2021 school year.
- 5.3 All hours worked in excess of forty (40) hours worked during any work week or in excess of eight (8) hours worked in any work day shall be compensated at the rate of one and one half (1 - 1/2) times the employee's regular hourly rate of pay. Employees and the District may mutually agree upon in writing alternative work schedules during school or non school days wherein employees work more than eight hours in one day and the District will not be subject to the overtime or compensation time provisions in Article 5.3 or 5.8 of the contract. Bus drivers shall be paid straight time for all "waiting time" no matter how many hours are involved as long as the driver does not exceed 40 hours in one week. A bus driver must exceed 8 hours of driving time (not counting waiting time) in one day or 40 hours of driving time and/or waiting time combined to qualify for overtime.
- 5.4 Each employee will receive at least a thirty (30) minute duty-free lunch break without pay.
- 5.5 The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.
- 5.6 All employees required to travel as part of their duties will be compensated for meals and lodging in accordance with state law and district policy. Employees authorized to use their private vehicle while traveling on school business shall be compensated in accordance with Section 2-18-503, MCA.
- 5.7 A daily morning and afternoon fifteen (15) minute rest period with pay shall be granted to all full-time employees. Other employees shall be granted one fifteen (15) minute rest period for each four (4) regularly scheduled work hours per work day. An employee scheduled to work seven (7) or more hours in any work day shall receive two fifteen (15) minute rest periods with pay each work day. Rest periods shall not be taken immediately before or after the employee's lunch break or immediately after their scheduled beginning time or before their scheduled quitting time each

work day, unless mutually agreed to by employee, department supervisor and superintendent. They shall be taken in accordance with the schedule approved by the employee's supervisor.

- 5.8 Whenever an employee works for more than forty (40) hours in any work week or more than eight (8) hours in any work day, an employee may choose to have the District credit all or any portion of such hours in excess of eight (8) as compensatory time. The employee may use these credits and new hours may be credited from time-to-time, and so his/her balance may vary. However, an employee's balance may not exceed 160 hours at any time. Should an employee have 160 hours of compensatory time credit, all subsequent hours worked over eight (8) in any work day will be paid for in cash at the normal overtime rate until his/her compensatory time balance drops below 160. The employer may offer overtime work on the basis of comp-time. Overtime must be approved in advance by the immediate supervisor and the superintendent or his designee. Should an employee leave the employment of the District with compensatory time credits remaining, all such credits shall be cashed out at one and one-half (1-1/2) times the employees current rate of pay, or the average of the employee's last three years earnings, whichever is greater
- 5.9 Wage schedule advances will be given only at the end of the fiscal year and only after an employee has served a minimum of six (6) calendar months in the position to which the employee was assigned. Wage advancement will be limited to one step on the wage schedule per year. In the event the District is unable to hire new employees at the rates provided for in the agreed upon wage schedule, the District may grant the employee up to five steps on the wage schedule. Prior to any such action, the District will give written notice to the Federation of its intent to do so. The notice shall include the reason for the intended action.
- 5.10 When an employee moves from one classification to another at the District's request or when the new classification is of greater responsibility, the employee will be placed at the lowest step on the new classification that results in an increase in wage for the employee. If an employee moves at his/her own request to a classification of lesser responsibility, the employee will move horizontally on the scale. Such mutually agreed upon movement on the wage schedule shall be documented and kept in the employee's file. However, upon mutual agreement between the District and the Federation, employees can be granted extra steps for experience and seniority.
- 5.11 The District shall have a minimum of one payday per calendar month no later than the 10th of each month.
- 5.12 Rescheduling: In the event an employee duty day is lost due to a school closing, the employee shall perform duties on a make-up day scheduled by the School District. Exception: If a state of emergency is declared by state or district officials, and the District receives regular funding, then employees will be paid their regular pay as though they had worked and will not be required to work if teachers are not required to work.
- 5.13 Any bargaining unit person acting as a supervisor for more than three (3) consecutive days will have his/her pay increased by ten percent (10%) from the beginning of the supervisory assignment for the period the employee performed the supervisory responsibilities.
- 5.14 All employees hired subsequent to the ratification of this agreement may be given full credit on the wage schedule for past experience up to a maximum of ten (10) years. Current employees found to have applicable pre-employment experience as determined by the District, shall be advanced to the appropriate step up to the maximum ten year step (Step 11 on the Wage Schedule).

ARTICLE 6 Job Assignments

When an employee temporarily performs the essential duties of a higher level position in the bargaining unit for a period of more than three (3) consecutive days, the affected employee's wage level will be temporarily adjusted from the beginning of the assignment to reflect the change. However, this should not be construed to be a permanent classification change.

ARTICLE 7 Seniority, Transfer and Promotion

- 7.1 Seniority shall mean the length of an employee's continuous, uninterrupted employment with the District since the employee's last day of hire. Classification seniority shall mean the length of the employee's continuous uninterrupted employment within a job classification. Seniority shall continue to accrue during an approved leave of absence.
- 7.2 A list giving the seniority of each employee in the bargaining unit shall be prepared and posted by the District by January 15th of each year. The seniority of any employee who does not file written exceptions with the District within fifteen (15) working days after the posting as to his/her seniority rating as shown by the list shall be considered correct as listed.
- 7.3 Each new employee shall be considered employed on a probationary basis. For the first six (6) months of employment, employees shall be considered on probation and may be dismissed at the discretion of the employer without recourse to the grievance procedure. If an employee is retained beyond the probationary period, the employee shall be entitled to seniority rights provided for in this Agreement and seniority shall date from the most recent hiring date.
- 7.4 Seniority shall terminate and with it the employment of the employee by the District for any of the following reasons:
- a) If the employee voluntarily terminates;
 - b) If the employee is terminated for cause;
 - c) If an employee is absent for three (3) consecutive scheduled working days without notifying the supervisor;
 - d) If an employee on layoff fails to report to work within ten (10) working days after being notified to report by certified mail sent to the last residence address of the employee according to the District records;
 - e) If continuous layoff extends beyond twelve (12) calendar months;
 - f) If an employee obtains a leave of absence for false reasons, or engages in other employment while on leave of absence.
- 7.5 An employee transferred by the District shall retain his/her seniority.
- 7.6 When conducting a reduction-in-force, the District may lay off any employee(s) within the affected classifications with three or less years of experience.
- 7.7 No new permanent appointments may be made while there are laid off personnel available who are qualified to fill vacancies. The most senior qualified employee on layoff within the affected classification will be recalled first.

ARTICLE 8 Job Posting

- 8.1 When a new position (excluding temporary) is created which will be covered by the terms of this Agreement or a vacancy occurs in an existing position (excluding temporary) that the District

intends to fill, the district shall prepare and post in each building a Notice of Vacancy for five (5) consecutive workdays. The Notice of Vacancy shall include the following information: assigned hours of work, job title, department, wage, position, duration of position, duties and responsibilities, position responsible to and application deadline.

- 8.2 In the event employees desire to be considered for vacancies that may arise during a period of time they are not normally scheduled for work (i.e., summer break), they shall advise the District in writing of the specific positions for which they request consideration and the duration of their request, which shall not exceed three (3) months.
- 8.3 Bargaining unit members will be considered for any position for which they apply. In accordance with the Government Code of Fair Practices, hiring decisions shall be based on merit and qualifications. When the District determines that these factors are equal for two or more applicants, it shall award the position to the equally qualified applicant with the most classification seniority for the position to be filled. If none of the equally qualified bargaining unit applicants have any classification seniority, the position shall be awarded to the equally qualified applicant with the most District seniority.

ARTICLE 9 Grievance Procedure

A grievance shall be any dispute or complaint concerning the interpretation or application of or compliance with any provisions of this Agreement and shall be taken up in the manner hereinafter provided.

- 9.1 As used in this article, the term "employee" shall mean (1) employee, (2) a group of employees having the same grievance, or (3) Bigfork Unified Classified.
- 9.2 The Parties hereby agree that informal discussion is encouraged; however, if through informal discussion an employee's grievance is not resolved, he/she may seek relief by following the steps below, in sequence shown:

STEP 1 The employee(s) shall reduce the grievance to writing. The employee(s) and/or a designated representative of the Federation shall present it to the employee's immediate supervisor. The grievance must be so presented within twenty (20) working days of the occurrence of the event out of which the grievance arose. The grievance shall state the nature of the incident, the provision of this Agreement on which it is based, the relief sought, and must be signed by an employee or the Federation. The District shall give its written answer within fifteen (15) working days following receipt of the written grievance.

STEP 2 If no satisfactory adjustment is agreed upon as provided in Step 1, the matter shall be referred by the aggrieved employee(s) within fifteen (15) working days to Step 2. Upon referral to this Step the grievance shall be referred to the office of the superintendent or his/her designee. The District shall give its written answer within fifteen (15) working days after presentation at Step 2.

STEP 3 If no satisfactory adjustment is agreed upon as provided in Step 2, the matter shall be referred by the aggrieved employee(s) within fifteen (15) working days to Step 3. Upon referral to this Step the grievance shall be referred to the Board of Trustees of the District. The Board shall give its written answer within fifteen (15) working days after presentation at Step 3.

STEP 4 If no settlement of the grievance is reached in the foregoing steps, the matter may be submitted to arbitration, provided that the Federation has so notified the District in writing within fifteen (15) days following the District's answer to Step 3. The party filing the Notice of Intent to Arbitrate shall within five (5) working days following forwarding of such notice to the District request a panel of seven (7) arbitrators from the Montana Board of Personnel Appeals. In the event the parties agree to select an arbitrator through this

process, the parties shall alternatively strike names with the Federation striking first. The last remaining name on the list shall be appointed the arbitrator, if available.

- 9.3 The arbitrator selected shall hear and determine the matter as quickly as possible and his/her decision shall be final and binding on the parties.
- 9.4 In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose if mutually agreed upon by the Federation and the District.
- 9.5 At any step of the grievance procedure an employee may have a Union representative present.
- 9.6 The arbitrator may interpret this Agreement and apply it to the particular facts present to him/her, but he/she shall have no authority or power to add to, subtract from or in any way modify the terms of this Agreement or any agreements made supplemental hereto. The fee and expenses of the arbitrator shall be borne equally to the District and Federation.
- 9.7 Any grievance not presented in Step 1 within the time limit specified shall not be entitled to consideration, and any grievance not appealed from one step to another within the time limit specified shall be considered settled on the basis of the District's last answer. In the event the District fails to answer a grievance within the time limit specified, the grievance shall automatically go to the next step of the grievance procedure provided herein.
- 9.8 The time limits provided in this article are exclusive of Saturdays, Sundays, and holidays set forth in this Agreement. They may also be waived in writing by mutual agreement of the District and Federation.

ARTICLE 10 Leaves Without Pay

- 10.1 Employees may be granted a leave of absence without pay with prior approval of their immediate supervisor and the superintendent of the District. These leaves will be considered on the merits of the request.
- 10.2 Requests for leave of absence without pay should be submitted in writing to the employee's immediate supervisor. The request shall state the reason for the leave and the approximate length of time off which the employee desires.
- 10.3 A leave of absence without pay shall be granted to employees with extended medically certifiable illness, disability or pregnancy, not to exceed one year.
- 10.4 Credit: Unless the position has been eliminated pursuant to a reduction in force, an employee who returns from unpaid leave pursuant to this Article shall retain all rights to a position within the bargaining unit and shall retain experienced credit for pay purposes and other benefits which he/she had accrued at the time he/she went on leave. No credit shall accrue for the period of time that an employee was on unpaid leave. Any change in job shall be treated as a transfer.
- 10.5 Upon the birth or adoption of a child the employee/new father may be granted a maximum of two weeks of paternity leave, utilizing accumulated sick leave or leave without pay. This time will not be considered emergency sick leave.
- 10.6 For the purpose of child care, a leave of absence without pay for a period of six months may be granted at the request of the employee. This leave would be for care of the newborn, newly adopted child, or increased child care as a result of health or family changes.

ARTICLE 11 Personal Leave

Employees hired prior to January 15 shall be granted four (4) personal leave days with pay per school calendar year. Employees hired on or after January 15 will be granted two (2) personal leave days with pay for the remainder of the school calendar year. Personal leave days must be requested in writing a minimum of 2 work days in advance through the employee's immediate supervisor. Personal leave days are non-accumulative. Unused personal days may be sold back to the District at the classified substitute pay rate. Employees must submit a Personal Leave Buyback form prior to June 1st of the current school year. Employees may carry over up to two (2) personal days in any year. A maximum of six (6) days may be accrued in any year.

ARTICLE 12 Maternity Leave

A female employee has the right to take a reasonable leave of absence for pregnancy in accordance with state and federal law.

ARTICLE 13 Sick Leave

- 13.1 "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. "Immediate family" for purposes of this article shall be defined to include the employee's spouse, any member of the employee's household, children, the employee's parents, grandparents, grandchildren, and corresponding in-laws.
- 13.2 Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours shall equal one (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 twelve (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 ninety (90) days.
- 13.3 An employee may not accrue sick leave credits while in a leave without pay status.
- 13.4 Permanent part-time employees are entitled to prorated sick leave benefits if they have worked the ninety (90) day qualifying period.
- 13.5 An employee who terminates employment with the District is entitled to a lump sum payment equal to one-fourth (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 wage at the time he/she terminated employment with the District.
- 13.6 An employee who received a lump sum payment pursuant to this article and who is again employed by the District shall not be credited with any sick leave for which the employee has previously been compensated.
- 13.7 An employee returning to work after an illness or injury may be required to present a statement from his/her physician.
- 13.8 Employees shall upon request be given an accounting of accumulated sick leave days.
- 13.9 Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment upon termination provided for in this article.

- 13.10 Employees who become ill between shifts shall notify their supervisor no later than one (1) hour before their shift is to begin.
- 13.11 Subsection 1: The District shall have a sick leave bank with the following stipulations: All District employees with forty (40) days of accumulated sick leave will be allowed to contribute up to three (3) accumulated days of their current twelve (12) day allotment. This donation must be made by June 1 of each year. The minimum donation is one full sick leave day.
- Subsection 2: No individual employee is allowed to use more than ten (10) days from the sick leave bank without written authorization from the Superintendent.
- Subsection 3: The sick leave bank will accrue no more than one hundred (100) days at any specific time. A maximum of one hundred (100) sick leave days will be carried over annually.
- Subsection 4: A committee made up of one (1) BUC member and one (1) Administrative Staff member shall approve or deny all requests for sick bank days.
- Subsection 5: Anyone applying for sick bank days must have exhausted their own sick leave days.

ARTICLE 14 Vacations

- 14.1 "Vacation Leave" means a leave of absence with pay for the purpose of rest, relaxation, or personal business at the request of the employee and with the concurrence of the District.
- 14.2 Eligible employees are entitled to vacation leave in accordance with state statute. Reference: Sections 2-18-601, MCA; 2-18-611, MCA. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
- 14.3 Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule
- | <u>Years of Employment</u> | <u>Working Days Credit</u> |
|----------------------------|----------------------------|
| 1 day - 10 years | 15 days |
| 10 years 1 day - 15 years | 18 days |
| 15 years 1 day - 20 years | 21 days |
| 20 years 1 day and on | 24 days |
- 14.4 A period of absence from employment with the District occurring either during a war involving the United States or in any other national emergency and for ninety (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 Article. Having been ordered on active duty with the Armed Forces of the United States; voluntary service on active duty in the Armed Forces or on ships operated by or for the United States Government; or direct assignment to the United States Department of Defense for duties to national defense efforts if a leave of absence has been granted by the District.
- 14.5 Employees shall upon request be given an accounting of accumulated vacation leave days.

ARTICLE 15 Emergency / Funeral Leave

In case of death of a member of an employee's immediate family (legal spouse, parents, grandparents, brothers, sisters, children, grandchildren and in-laws and step family to the same degree of relationship), the District shall grant five (5) scheduled work days (including and/or adjoining the day of the funeral) off with pay, provided the employee attends the funeral. Leave beyond the initial five (5) days is subject to approval by the building principal and Superintendent and will be deducted from sick leave. In addition, an employee shall be allowed up to three (3) days per year for deaths of other individuals that are not listed in the immediate family listed above. All leave is subject to approval by the building principal and Superintendent and will be deducted from sick leave.

ARTICLE 16 Holidays

16.1

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving
6. Day after Thanksgiving
7. Christmas Eve Day
8. Christmas Day
9. Day after Christmas

16.2 To be eligible for holiday pay an employee must have been on the active payroll of the District during the calendar week immediately preceding the holiday.

16.3 The list of holidays and where they fall on the calendar will be provided each employee on their first working day of each fiscal year. There will also be posted a list of paid holidays in the office in each building in the District.

16.4 An employee who works on a holiday will be paid one and one-half (1 - 1/2) times the employee's regular straight time hourly rate for each hour worked, which will include holiday pay.

16.5 A holiday which falls on an employee's regularly scheduled day off shall entitle the employee to another day off with pay. The other day off must be agreed upon by the District and the affected employee, except as follows:

- a) If a legal holiday falls on a Saturday, the preceding Friday will be considered a holiday.
- b) If the legal holiday falls on a Sunday, the following Monday will be considered a holiday.

ARTICLE 17 Jury and Witness Fees

17.1 An employee who is under a proper Summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the accounting office of the District. Juror fees shall be applied against the amount due the employee from the District. However, if an employee elects to charge his/her juror time off against his/her annual leave, the employee shall not be required to have juror fees applied against amounts due from the District. In no instance is an employee required to remit to the District any expense or mileage allowance paid by the Court.

17.2 An employee subpoenaed to serve as a witness shall collect fees and allowances payable as a result of the service and forward the fees to the accounting office of the District. Witness fees

shall be applied against the amount due the employee from the District. However, if an employee elects to charge his/her witness time off against his/her annual leave, the employee shall not be required to have witness fees applied against amounts due from the District. In no instance is an employee required to remit to the District any expense of mileage allowance paid by the Court.

ARTICLE 18 Military Leave

Paid military leave shall be granted in accordance with Section 10-1-1009, MCA.

ARTICLE 19 Health and Welfare

- 19.1 The District shall maintain industrial accident insurance on all employees as required by law. Employees must within twenty-four (24) hours (except for extenuating circumstances) report in writing all personal injuries incurred during the course of their employment to their immediate supervisor.
- 19.2 The District will maintain first aid supplies in each building.
- 19.3 Employees will report all safety hazards to their immediate supervisor so that the hazard(s) can be investigated and corrected by the District.

ARTICLE 20 Insurance

- 20.1 Eligible employees may participate in the health insurance plan available through the District. To be eligible, an employee must be scheduled to work a minimum of four (4) hours per school day during the school year. The District contribution for 2019-20 and 2020-21 will be \$564 per month. The District shall pay a pro rata portion of the premium payment for eligible permanent part-time employees, with the amount paid being the same percentage as the number of hours the part-time employee is scheduled to work in relation to the minimum thirty-five (35) hours per week scheduled for the full-time employee. Employees who do not elect to participate in the health insurance shall not receive compensation in lieu of the District's premium payment.
- 20.2 Enrollment in the health insurance plan shall be in accordance with the terms set forth by the insurance carrier.
- 20.3 The insurance carrier and coverage provided are determined by the District's Insurance Committee. The Federation Representation shall consist of 20 percent (20%) of the committee's membership.

ARTICLE 21 Retirement

- 21.1 The District will pay into the Public Employees Retirement System (P.E.R.S.) or the Teacher's Retirement System (TRS) the District's costs as levied by those agencies.
- 21.2 Upon termination of employment, an employee may report to the business office of the District to fill out necessary forms for a refund of monies paid into the retirement system if the employee does not want the money left in the system. The forms will be forwarded to TRS or P.E.R.S. by the District, who will thereafter make disbursement according to its rules and regulations.

ARTICLE 22 Federation Rights

- 22.1 The Federation shall have the right to hold meetings in the District's building following a request to the highest administrator in charge of the building in which the meeting is requested to be held.
- 22.2 The Federation shall have the right to use the mail system between school buildings for the purpose of communicating with employees.
- 22.3 The Federation shall have the right to adequate bulletin board space for the purpose of posting notices and bulletins regarding the business or activities of the Federation.
- 22.4 The Federation shall be allowed to hold one meeting per month during normal working hours so that all members will have an opportunity to attend. On duty employees shall be allowed to attend. Such meetings will not disrupt the work day and employees agree to work over to make up any missed work time.
- 22.5 The Federation and all employees shall have access to the District's Policy Manual.
- 22.6 The Employer agrees to provide notice to the Federation of the suspension or discharge of any member of the bargaining unit.
- 22.7 The Superintendent will give a copy of any written recommendation for lay-off of bargaining unit members to the Federation at the same time the recommendation is made to the Board. The Federation or its members shall have the right to comment on the proposed lay-off to the Superintendent and to the Board prior to any final decision being made on lay-offs.
- 22.8 Designated Federation representatives will be allowed an aggregate of four (4) days of fully paid leave per year for the conduct of Federation business. The Federation will provide the District written notice, naming the representative(s) and the amount of leave to be taken, prior to the leave.

ARTICLE 23 Labor-Management Relations Committee

The District and Federation recognize the importance of maintaining sound labor-management relations. The District and Federation may conduct meeting(s) upon the request of either party to discuss items of mutual concern pertaining to the labor-management relations between the District and Federation. The attendees will be composed of an equal number of members of the administration of the District and representatives or members of the Federation. The meeting will be conducted at a mutually agreeable time and place and the Committee may address itself to any employment problems encountered by the employees' questions concerning contract administration and general activities. However, the Committee shall function in an advisory capacity only and shall have no authority to effectuate any change in this contract or district policies.

ARTICLE 24 Part-Time Employees

Unless otherwise specified herein, all benefits (excluding rates of pay) shall be provided to permanent part-time employees on a pro rata basis unless state law or this Agreement, states otherwise.

ARTICLE 25 Availability of Agreement

This Agreement shall at all times be made available by the District and Federation in printed form to employees and applicants who desire to review it. The cost of typing and copying shall be born equally by the District and the Federation.

ARTICLE 26 Time Cards

All employees' work time and leaves will be reported on a time card provided by the District.

ARTICLE 27 Savings Clause

If any article, section or portion thereof of this Agreement or of amendment hereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement and any amendment hereto other than the Article, Section or portion thereof which has been held invalid or as to which compliance or enforcement of has been restrained shall not be affected thereby. The parties shall immediately confer to agree upon a date to commence negotiations for the purpose of replacing the invalid language, which date shall be within thirty (30) days after this conference. All other provisions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 28 Management Rights

Except as otherwise expressly provided in this Agreement, the District retains the sole and exclusive right to operate and manage its affairs in such areas as, but not limited to, the right to hire, promote, transfer, assign and retain employees; the right to relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; the right to determine the methods, means, job classifications, job descriptions and personnel by which the District's operations are to be conducted; the right to take whatever actions may be necessary to carry out the missions of the District in situations of emergency; the right to establish the methods and processes by which work is performed; and the right to promulgate and enforce rules, regulations, and policies applicable to the District's operation and its employees which are not in direct conflict with the Agreement.

ARTICLE 29 No Strike - No Lockout

During the term of this Agreement, the Federation shall not strike, engage in a sitdown, slowdown or other curtailment of work against the District, and the District shall not lockout the employees.

ARTICLE 30 Discharge, Discipline & Employee Rights

- 30.1 An employee shall not be discharged, demoted, suspended without pay, or reprimanded in writing by the District except for just cause and with due process after satisfactory completion of the employee's six month probationary period.
- 30.2 No employee shall be required to appear before the Board concerning a matter which could adversely affect the continuation of that employee in his/her position unless he/she has been given forty-eight (48) hours prior written notice of the reason of such meeting or interview and shall be entitled to have a representative present to advise him/her and represent him/her during such interview. An employee has the right of the presence of a union representative during an investigatory interview which the employee believes may reasonably result in disciplinary action.

- 30.3 An employee may request and receive a copy of his/her current position description or class specification at any time.
- 30.4 The employer shall maintain one official personnel file for each employee and all personnel records excluding payroll, medical and grievance records shall be kept in this file. All employees will have the right to examine their own personnel file, as well as anyone designated in writing by the employee.
- 30.5 Employees have the right to answer or qualify any evaluation, report, or material filed and such responses will be attached to the relating material in the file, as well as anyone designated in writing by the employee.
- 30.6 No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he/she has been shown the material or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material will be made available to the employee.
- 30.7 Only an evaluation/review system approved by the District shall be utilized by the employer in the evaluation of employees covered by this Agreement. Employee evaluation procedures are recognized to be a cooperative effort between the employee and his/her immediate supervisor with the express purpose of achieving good job performance.
- 30.8 Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

ARTICLE 31 Duration

This Agreement shall become effective on the 1st day of July, 2019 and shall continue in effect through the 30th of June, 2021 and shall automatically be renewed from year to year thereafter unless either party hereto shall give notice to the other in writing at least sixty (60) days prior to said date last named or a subsequent anniversary date of a desire for change or termination, in which event this Agreement shall terminate on the anniversary date next occurring after said notice.

CLASSIFIED WAGE SCHEDULES ARE ATTACHED.

This Agreement constitutes a full and complete Agreement between the parties; however, the parties may mutually agree in writing at any time to reopen any or all provisions of this Agreement.

Executed this 26th day of June, 2019.

For: BIGFORK SCHOOL
DISTRICT NO. 38

For: Bigfork Unified Classified
Local 4366
MFPE, NEA, AFT, AFL-CIO,

Wage Appendix

1. 2019-21 Classified Wage Schedules – see attached
2. In-Service Training Incentive:
 - a. All classified employees will have the opportunity to advance a lane on the established salary schedule. Twenty hours of approved training shall entitle a staff member to advance one column to the right on the salary schedule. The building Principal and Superintendent must approve the training in advance according to an approved set of guidelines mutually developed by BUC and the District. The Superintendent must be notified by April 1 of the employee's intention to complete the necessary training prior to the start of his/her next work year, i.e. July 1 for 12 month employees and September 1 for others. Training taken prior to July 1, 2001 will not be accepted for compensation unless such training was taken at a post secondary education institution. Training lane advancement will be limited to no more than one lane per year.
 - b. Training requirements:
 - 1- for advancement to Lane 2: 20 hours
 - 2- for advancement from Lane 2 to Lane 3: an additional 30 hours
 - c. Any classified employee who possesses any one of the following will qualify for a lane 2 advancement.
 - 1- Have completed two years of post secondary education or the equivalent
 - 2- Have earned a two year or higher college degree
 - 3- Have successfully met Title 1 training requirements
 - d. Classified teacher aides who possess any one of the following will qualify for a lane 3 or lane 4 advancement.
 - 1- For advancement to lane 3: Have earned a four year education degree
 - 2- For advancement from lane 3 to lane 4: an additional 30 hours
 - e. Training and course work taken for state certification or licensure (e.g. driver's license) required for the current position will not apply. However, continuing education/training requirements of drivers will apply.
 - f. Training and course work may be paid for by the district and used for a lane advancement, when an employee volunteers their time for the training and course work. Training must satisfy the requirements in ARM 24.16.1009.
3. Custodians who are required to arrive at work later than their normal schedule so that they can stay later to clean up after school events will receive the following stipends:
 - a. \$125 stipend for the fall sports season
 - b. \$125 stipend for the winter sports season

2019-20 & 2020-21 BUC Salary Schedule

	Assistant Maint			Secretary			Custodian			Teacher Aide			
	lane 1	lane 2	lane 3	lane 1	lane 2	lane 3	lane 1	lane 2	lane 3	lane 1	lane 2	lane 3	lane 4
1	\$12.38	\$12.56	\$12.85	\$12.10	\$12.28	\$12.56	\$12.28	\$12.47	\$12.75	\$11.05	\$11.21	\$11.47	\$11.72
2	\$12.63	\$12.81	\$13.10	\$12.34	\$12.53	\$12.81	\$12.53	\$12.72	\$13.01	\$11.27	\$11.44	\$11.70	\$11.96
3	\$12.88	\$13.07	\$13.37	\$12.59	\$12.78	\$13.07	\$12.78	\$12.98	\$13.27	\$11.50	\$11.67	\$11.93	\$12.20
4	\$13.14	\$13.33	\$13.63	\$12.84	\$13.04	\$13.33	\$13.04	\$13.23	\$13.53	\$11.73	\$11.90	\$12.17	\$12.44
5	\$13.53	\$13.73	\$14.04	\$13.22	\$13.43	\$13.73	\$13.43	\$13.63	\$13.94	\$12.08	\$12.26	\$12.53	\$12.82
6	\$13.80	\$14.01	\$14.32	\$13.49	\$13.70	\$14.00	\$13.70	\$13.90	\$14.22	\$12.32	\$12.50	\$12.78	\$13.07
7	\$14.08	\$14.29	\$14.61	\$13.76	\$13.97	\$14.28	\$13.97	\$14.18	\$14.50	\$12.57	\$12.75	\$13.04	\$13.33
8	\$14.36	\$14.57	\$14.90	\$14.03	\$14.25	\$14.57	\$14.25	\$14.47	\$14.79	\$12.82	\$13.01	\$13.30	\$13.60
9	\$14.64	\$14.86	\$15.20	\$14.31	\$14.53	\$14.86	\$14.53	\$14.76	\$15.09	\$13.07	\$13.27	\$13.57	\$13.87
10	\$15.08	\$15.31	\$15.65	\$14.74	\$14.97	\$15.31	\$14.97	\$15.20	\$15.54	\$13.47	\$13.67	\$13.97	\$14.29
11	\$15.39	\$15.62	\$15.97	\$15.04	\$15.27	\$15.61	\$15.27	\$15.50	\$15.85	\$13.73	\$13.94	\$14.25	\$14.57
12	\$15.69	\$15.93	\$16.29	\$15.34	\$15.58	\$15.93	\$15.58	\$15.81	\$16.17	\$14.01	\$14.22	\$14.54	\$14.87
13	\$16.01	\$16.25	\$16.61	\$15.64	\$15.89	\$16.24	\$15.89	\$16.13	\$16.49	\$14.29	\$14.50	\$14.83	\$15.16
14	\$16.33	\$16.57	\$16.95	\$15.96	\$16.20	\$16.57	\$16.20	\$16.45	\$16.82	\$14.58	\$14.79	\$15.13	\$15.47
15	\$16.82	\$17.07	\$17.45	\$16.43	\$16.69	\$17.07	\$16.69	\$16.94	\$17.33	\$15.01	\$15.24	\$15.58	\$15.93
16	\$17.15	\$17.41	\$17.80	\$16.76	\$17.02	\$17.41	\$17.02	\$17.28	\$17.67	\$15.31	\$15.54	\$15.89	\$16.25
17	\$17.50	\$17.76	\$18.16	\$17.10	\$17.36	\$17.76	\$17.36	\$17.63	\$18.03	\$15.62	\$15.85	\$16.21	\$16.57
18	\$17.85	\$18.11	\$18.52	\$17.44	\$17.71	\$18.11	\$17.71	\$17.98	\$18.39	\$15.93	\$16.17	\$16.53	\$16.91
19	\$18.20	\$18.48	\$18.89	\$17.79	\$18.07	\$18.47	\$18.07	\$18.34	\$18.75	\$16.25	\$16.49	\$16.86	\$17.24
20	\$18.75	\$19.03	\$19.46	\$18.32	\$18.61	\$19.03	\$18.61	\$18.89	\$19.32	\$16.74	\$16.99	\$17.37	\$17.76
21	\$19.12	\$19.41	\$19.85	\$18.69	\$18.98	\$19.41	\$18.98	\$19.27	\$19.70	\$17.07	\$17.33	\$17.72	\$18.12
22	\$19.51	\$19.80	\$20.25	\$19.06	\$19.36	\$19.80	\$19.36	\$19.66	\$20.10	\$17.41	\$17.67	\$18.07	\$18.48
23	\$19.90	\$20.20	\$20.65	\$19.44	\$19.75	\$20.19	\$19.75	\$20.05	\$20.50	\$17.76	\$18.03	\$18.43	\$18.85
24	\$20.29	\$20.60	\$21.06	\$19.83	\$20.14	\$20.60	\$20.14	\$20.45	\$20.91	\$18.12	\$18.39	\$18.80	\$19.22
25	\$20.90	\$21.22	\$21.70	\$20.43	\$20.75	\$21.21	\$20.75	\$21.06	\$21.54	\$18.66	\$18.94	\$19.37	\$19.80
26	\$21.32	\$21.64	\$22.13	\$20.84	\$21.16	\$21.64	\$21.16	\$21.48	\$21.97	\$19.03	\$19.32	\$19.75	\$20.20
27	\$21.75	\$22.07	\$22.57	\$21.25	\$21.58	\$22.07	\$21.58	\$21.91	\$22.41	\$19.41	\$19.70	\$20.15	\$20.60

	Lunchroom			Route Driver			Mechanic			Coach Driver
	lane 1	lane 2	lane 3	lane 1	lane 2	lane 3	lane 1	lane 2	lane 3	
1	\$10.94	\$11.10	\$11.35	\$17.55	\$17.81	\$18.21	\$16.41	\$16.66	\$17.04	\$13.53
2	\$11.16	\$11.32	\$11.58	\$17.90	\$18.17	\$18.58	\$16.74	\$17.00	\$17.38	\$13.80
3	\$11.38	\$11.55	\$11.81	\$18.26	\$18.53	\$18.95	\$17.07	\$17.34	\$17.73	\$14.07
4	\$11.61	\$11.78	\$12.04	\$18.63	\$18.90	\$19.33	\$17.41	\$17.68	\$18.08	\$14.35
5	\$11.96	\$12.13	\$12.40	\$19.18	\$19.47	\$19.91	\$17.94	\$18.21	\$18.62	\$14.78
6	\$12.20	\$12.37	\$12.65	\$19.57	\$19.86	\$20.31	\$18.30	\$18.58	\$19.00	\$15.08
7	\$12.44	\$12.62	\$12.91	\$19.96	\$20.26	\$20.71	\$18.66	\$18.95	\$19.38	\$15.38
8	\$12.69	\$12.87	\$13.16	\$20.36	\$20.66	\$21.13	\$19.03	\$19.33	\$19.76	\$15.69
9	\$12.94	\$13.13	\$13.43	\$20.77	\$21.08	\$21.55	\$19.42	\$19.71	\$20.16	\$16.00
10	\$13.33	\$13.53	\$13.83	\$21.39	\$21.71	\$22.20	\$20.00	\$20.31	\$20.76	\$16.48
11	\$13.60	\$13.80	\$14.11	\$21.82	\$22.14	\$22.64	\$20.40	\$20.71	\$21.18	\$16.81
12	\$13.87	\$14.07	\$14.39	\$22.25	\$22.59	\$23.09	\$20.81	\$21.13	\$21.60	\$17.15
13	\$14.15	\$14.35	\$14.68	\$22.70	\$23.04	\$23.56	\$21.22	\$21.55	\$22.03	\$17.49
14	\$14.43	\$14.64	\$14.97	\$23.15	\$23.50	\$24.03	\$21.65	\$21.98	\$22.47	\$17.84
15	\$14.86	\$15.08	\$15.42	\$23.85	\$24.20	\$24.75	\$22.30	\$22.64	\$23.15	\$18.38
16	\$15.16	\$15.38	\$15.73	\$24.32	\$24.69	\$25.24	\$22.74	\$23.09	\$23.61	\$18.74
17	\$15.46	\$15.69	\$16.04	\$24.81	\$25.18	\$25.75	\$23.20	\$23.55	\$24.08	\$19.12
18	\$15.77	\$16.00	\$16.36	\$25.31	\$25.68	\$26.26	\$23.66	\$24.02	\$24.57	\$19.50
19	\$16.09	\$16.32	\$16.69	\$25.81	\$26.20	\$26.79	\$24.13	\$24.51	\$25.06	\$19.89
20	\$16.57	\$16.81	\$17.19	\$26.59	\$26.98	\$27.59	\$24.86	\$25.24	\$25.81	\$20.49
21	\$16.90	\$17.15	\$17.53	\$27.12	\$27.52	\$28.14	\$25.35	\$25.75	\$26.32	\$20.90
22	\$17.24	\$17.49	\$17.88	\$27.66	\$28.07	\$28.71	\$25.86	\$26.26	\$26.85	\$21.32
23	\$17.59	\$17.84	\$18.24	\$28.21	\$28.64	\$29.28	\$26.38	\$26.79	\$27.39	\$21.74
24	\$17.94	\$18.20	\$18.61	\$28.78	\$29.21	\$29.87	\$26.91	\$27.32	\$27.94	\$22.18
25	\$18.48	\$18.74	\$19.17	\$29.64	\$30.08	\$30.76	\$27.71	\$28.14	\$28.77	\$22.84
26	\$18.85	\$19.12	\$19.55	\$30.23	\$30.69	\$31.38	\$28.27	\$28.70	\$29.35	\$23.30
27	\$19.22	\$19.50	\$19.94	\$30.84	\$31.30	\$32.00	\$28.83	\$29.28	\$29.94	\$23.76

All lane 2, 3 or 4 placement must meet the attached wage appendix guidelines.