

STEVENSVILLE SCHOOL DISTRICT #2

**JULY 1, 2021 THROUGH JUNE 30, 2022
COLLECTIVE BARGAINING AGREEMENT**

Between

**STEVENSVILLE SCHOOL
DISTRICT No. 2**

And

LIUNA, LOCAL No. 1686

RATIFIED: August 31, 2021

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AGREEMENT

This Agreement effective the 1st day of July, 2021, by and between, the Stevensville School District No. 2, hereinafter referred to as the "District," and **LIUNA, LOCAL NO. 1686** hereinafter referred to as the "Union".

ARTICLE 1 - EMPLOYER

In compliance with the provisions of the Montana Public Employees Collective Bargaining Act, as amended, and pursuant to certification of the Montana Department of Labor and Industry, Board of Personnel Appeals, Case No. 9-97, the Employer recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time custodial and maintenance employees of the Stevensville School District No. 2, but excluding all supervisory, managerial, confidential, and other employees excluded pursuant to the terms of the aforementioned Act, including temporary employees.

ARTICLE 2 – DEFINITIONS

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

- 2.1 "Full-time employee" shall mean an employee regularly scheduled to work 40 hours per week, year round.

- 2.2 "Regular part-time employee" shall mean an employee who is assigned to a position designated by the Employer as permanent, but who normally works less than 40 hours per week.

- 2.3 "Probationary employee" shall refer to an employee who has worked less than ninety (90) calendar days. An Employee's date of hire for purposes of determining the probationary period will be the first day the employee worked.

- 2.4 "Immediate family" shall refer to the employee's spouse, son, daughter, any child for which the employee acts in *loco parentis*, mother, father, brother, sister, grandchild, grandparent, in-laws and cousins or nieces.

- 2.5 "Lead Person" shall mean an employee who is assigned to act in the absence of the supervisor to plan and/or designate and/or monitor the work performance of other employees.

ARTICLE 3 - MANAGEMENT RIGHTS

Except as otherwise provided in this Agreement, the Employer in the exercise of its function of management, shall have the right to decide the policy, methods, safety rules, direction of employees, assignment of work, type of work, equipment to be used in the operation of departments, and the right to hire, discharge, suspend, discipline, promote, demote and transfer employees and to release such employees because of lack of work or for other proper and

legitimate reasons. The exercise of these rights by management shall be in accordance with the provisions of the law.

ARTICLE 4- UNION SECURITY

All employees who are performing work within the jurisdiction of the Union may, but are not required to, become members of the Union. The Stevensville School District No. 2 agrees to deduct the Union monthly dues and initiation fee from each employee's wages upon written authorization of the employee. The deductions shall be made once each month and the total of such deductions made payable to the Union. The Union agrees to indemnify and hold harmless the School District, the Board, each individual Board member, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Article.

ARTICLE 5 - UNION ACCESS AND STEWARDS

- 5.1 **Access:** An authorized representative of the Union, upon notification to the designated representative(s) of the Employer, shall be entitled to access to the Employer's premises during regular working hours, provided that the Union representative shall not interfere with the work of the employees, students or with members of the public who are on the Employer's premises.
- 5.2 **Representative Notification:** The Union agrees to notify the Employer in writing of the name of any employees designated as Union Steward(s) and further to notify the Employer, in writing, of any change in the person(s) so designated.
- 5.3 **Labor-Management Committee:** The District and the union shall establish a Labor-Management Committee. The purpose of this Committee is to discuss, explore, and study problems referred to it by the parties to this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied.

The Committee shall have no authority to change, delete, modify, or amend any part or provision of this agreement. Nor shall the Committee have authority to address, resolve any grievances arising under this agreement. Committee discussions shall not be publicized except for those recommendations agreed upon.

Meeting shall be conducted upon written request by either party but not more than once per month except by mutual agreement. The party requesting a meeting of the Labor-Management Cooperation Committee shall, in its request, identify the problem (s) it wishes to have the committee address.

ARTICLE 6 - FAIR PRACTICES

The Employer and Union equally recognize the rights and dignity of each individual employee. The employer will provide equal opportunities in accordance with the provisions of the law.

ARTICLE 7- HOURS OF WORK

- 7.1 **Wage Scale:** See Addendum A.
- 7.2 **Overtime:** All hours worked in excess of forty in any workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.
- 7.3 **Sick Leave Computation for Overtime:** Sick leave will be counted as hours worked for the purpose of computing overtime.
- 7.4 **Breaks:** Each employee working at least six hours in a day will receive an unpaid meal break after approximately four hours of work. Each employee working at least three hours will receive a paid fifteen minute rest break after each approximately two hours of work, but not if the meal break is then due. The supervisor shall schedule such breaks.
- 7.5 **Minimum Pay:** Any employee who reports to work at the request of the employer shall be granted two hours of work or two hours pay in lieu thereof.
- 7.6 **Classifications:** Any employee who is required to work at a job classification other than his/her original classification shall be paid at the higher rate of the two classifications, after such employee has worked in the higher classification for one hour during each assignment.
- 7.7 **Lead person:** If a supervisor will be absent for five (5) or more consecutive days an employee will be assigned to a lead person position and paid one dollar (\$1.00) per hour more. The district may assign an employee prior to the 5 day rule if it determines it necessary.
- 7.8 **Covered Employees:** Temporary replacement workers will be excluded from Article 4 until they have worked three consecutive months, at which time they will become permanent employees.
- 7.9 **Vacancies:** When there is an opening for a position covered by this Agreement which the District intends to fill, or when the District is in need of summer help, the opening shall first be offered to all employees covered by this agreement. If an employee is able and capable to perform the duties of the position they shall be awarded the position. If two or more employees have equal qualification for the position seniority shall prevail. When an employee is awarded such a position, he/she shall be placed at "Step 1" of such classification on the wage schedule or maintain their current wage whichever is greater. For transfers to positions other than summer help, the employee shall serve a new probationary period for evaluation in the new position. If the employer determines the employee is not qualified for the position during the probationary period for other than disciplinary reasons the employee shall be returned to their original position without loss of seniority. The decision of the employer shall be grievable under Article 9 Grievance.
- 7.10 **Pension:** The following will be paid to the National Pension Fund of the Labors International Union of North America. The pension agreement is listed in

Addendum "B" and is part of this agreement:

- A. The District agrees to contribute the current pension premium per compensable hour for each permanent full time employee retroactive to July 1, 2007.

The District's only obligation is to make the required contribution and assumes no responsibilities for funds, trust, or contributions when the required contributions have been mailed to the appropriate address.

ARTICLE 8 - SENIORITY

- 8.1 **Definition:** For the purposes of this Agreement, seniority shall mean the length of an employee's continuous, uninterrupted employment with the Employer since the employee's first date of hire.
- 8.2 **Termination of Credits:** Seniority shall terminate, and with it the employment of the employee by the Employer, for any of the following reasons:
 - A. If the employee voluntarily terminates;
 - B. If the employee is terminated by the Employer;
 - C. If the employee is absent without notifying the Employer, unless later excused by the Employer;
 - D. If continuous layoff extends beyond twelve calendar months;
 - E. If an employee obtains a leave of absence for false reasons or fails to report to work on his or her first scheduled workday following a leave of absence.
- 8.3 **Layoff:** When laying off employees, layoff shall be by seniority. The employee with the least seniority shall be the first person laid off. Recall from layoff by job classification within each department shall be in the reverse order of layoff.
- 8.4 **Seniority Roster:** The Employer shall maintain a bargaining unit and departmental seniority lists for all employees. Copies of the lists shall be available to the Union upon request. The seniority list will reflect overall seniority with the District and seniority per job classification.
- 8.5 **Appeal:** An employee disagreeing with any data contained upon a seniority roster may attempt to modify the data by use of the contractual grievance procedure. Data that is not successfully challenged shall be deemed correct on that and all subsequent rosters unless changed by mutual agreement.

ARTICLE 9- GRIEVANCE PROCEDURE

Definition:

A "grievance" shall be any dispute or complaint concerning the interpretation, application, or compliance with any provision(s) of this Agreement, or whether the discipline or discharge of an employee who has successfully completed all probationary periods was for just cause. A grievance shall be processed as set forth in this Article.

- 9.1 A "grievant" shall be defined as an employee or group of employees who have successfully completed their probationary period and are covered by the terms of this Agreement or a representative of the Union.
- 9.2 A formal grievance must be submitted in writing, using the grievance forms provided at the back of this agreement, which are available from the shop steward.
- 9.3 The time limits specified in this Agreement may be extended by mutual agreement in writing between the Employer and grievant or Union.
- 9.4 Reference to "days" regarding time periods in the grievance procedure shall refer to calendar days.
- 9.5 A grievance shall be handled in the following manner:

Level 1: The grievant and the Union representative are encouraged to discuss the grievance with the grievant's immediate supervisor in an effort to informally resolve this matter.

Level 2: In the event the grievant and the Union and immediate supervisor are unable to resolve the grievance, the grievant shall reduce the grievance to writing and present it to his or her immediate supervisor within ten days following the occurrence of the event which gave rise to the grievance. The immediate supervisor shall respond in writing within ten days following presentation of the grievance at this level, and a copy of the response shall be sent to the Union.

Level 3: If the grievant and the Union are not satisfied with the resolution proposed in Level 2, they have ten days from the date of the immediate supervisor response at Level 2 to submit the written grievance to the Superintendent of schools. The Superintendent shall respond in writing within ten days following presentation of the grievance at this level.

Level 4: If the grievant and the Union are not satisfied with the resolution proposed at Level 3, they have ten days from the date of the Superintendent's response at Level 3 to submit the grievance to the Board, which shall hear the grievance at the next scheduled meeting when the matter can be placed on the agenda. The Board shall respond in writing within ten days of the next regular meeting following the meeting which the grievance was presented.

Level 5: If the grievance cannot be resolved at level 4 it shall be submitted to a joint committee consisting of two (2) members to be selected by the Employer and two (2) members to be selected by the Union. All issues referred to this committee shall be in writing. This committee shall meet and act on the grievance. The rules of procedure shall be established by the committee. The decision of the committee shall be binding on all parties. In the event the committee can not reach a decision the grievance shall be submitted to arbitration,

within ten (10) days, in accordance with the following rules:

- A. Mutual Agreement: Within ten working days of receipt of the Union's written notice of its intent to arbitrate a grievance, the parties shall select an impartial arbitrator, who shall be agreeable to the Employer and the Union. In the event that the parties to the dispute are unable to agree upon the selection of an arbitrator, the parties shall request a list of seven potential arbitrators from the Board of Personnel Appeals.
 - B. Lists: Within five working days of the date of receipt of the list of arbitrators, each party shall alternate in striking names until one remains. The remaining name shall be the arbitrator. A drawing of lots shall be used to decide which party strikes a name first.
 - C. Notification to Board: The party requesting arbitration shall notify the arbitrator and the Board of Personnel Appeals of the selection within three (3) working days for the date of selection.
 - D. Decision: The arbitrator shall conduct a hearing and render a decision within thirty (30) days of the date of the hearing. Such decision shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, alter, or modify any of the terms of this agreement.
 - E. Cost: Each party shall share equally the cost of the arbitrator. Each party shall be responsible for the cost of its own representatives and witnesses.
 - F. Transcript: In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.
- 9.6 A grievance challenging the discharge from employment of a grievant shall be initiated with the Superintendent at Level 3. An employee who has not successfully completed his or her probationary period may be discharged by the Employer without the individual or Union having recourse to this grievance procedure.
- 9.7 Any grievance not presented within the time limits specified in this Article, and any grievance not appealed from one step to another within the time limits specified, shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to answer a grievance within the time limits specified, it shall be presumed that the grievance was denied at that level.
- 9.8 Should the grievant or Union process the subject of a grievance into another arena, the grievance shall be deemed moot. However, once a grievance has been advanced to arbitration, the employee and Union may not file the matter into another arena.

ARTICLE 10 - LEAVES OF ABSENCE

- 10.1 Employees may be granted a leave of absence, without pay and accrual of benefits,

with the prior written approval of the Employer and at the District's sole discretion and without creating precedent.

ARTICLE 11 - HOLIDAYS

- 11.1 Days: The Employer recognizes the following paid holidays: When Martin Luther King Day coincides with a day off on the school calendar it shall be granted as a paid holiday.
- New Year's Day
 - Memorial Day
 - Independence Day
 - Christmas Day
 - Labor Day
 - Thanksgiving Day
 - Martin Luther King Day
 - President's Day
- 11.2 Days Off: When a holiday falls on an employee's regular scheduled day of work, the employee shall receive a paid day off. Should the District require the services of an employee on a holiday, the employee shall receive the holiday pay plus time and one-half the employee's regular pay for the hours worked on such day.
- 11.3 When a holiday falls during the work week of a part time employee said employee shall receive a prorated paid holiday.

ARTICLE 12- HEALTH INSURANCE

- 12.1 The District shall contribute \$811 per month toward the health insurance premium on behalf of each eligible employee who elects to participate in the District's Group Health Plan for the 2021-2022 school year. The District and LIUNA Local No. 1686 agree to add a 60 day waiting period before new employees are eligible for insurance. The President or designee of the Federation shall sit on the Insurance Committee.
- 12.3 Effective July 1, 2008 all employees working less than 35 hours per week shall have their insurance contribution prorated based on the number of hours worked.
- 12.4 All employees employed prior to June 30, 2008 shall receive the benefits outlined in Section.

ARTICLE 13 - VACATION LEAVE

- 13.1 The District shall provide annual leave in accordance with the provisions of the law. Employees wishing to take vacation leave must submit requests no less than two (2) weeks in advance for other than emergency leave. Requests will be routed through the Union Steward to verify date of submission and posting to a calendar in the common break room area. The immediate supervisor shall recommend approval or disapproval with five (5) working days and forward to the Superintendent.

The District will consider requests with regard to the best interest of the employee as well as the best interest of the District. Seniority will be considered when competition for leave exists. No one individual may exercise seniority over others more than once in a calendar year. Once vacation leave is granted the district shall not revoke leave unless the District Supervisor determines that revoking leave does not create undue hardship to the

individual. Vacation requests will be signed by the Steward and turned in as soon as possible. Management will make a decision and return the request to the employee within five (5) working days.

- 13.2 Employees who have worked for the District for 90 days will receive two (2) personal leave days with pay. Employees are encouraged to place requests for personnel leave days at least 48 hours prior to using them, however, the Employer recognizes that emergency situations can arise. Effective July 1, 2013 employees shall receive an additional personal day to be paid at 70% of the employees pay.

ARTICLE 14- JURY DUTY

The District shall provide jury duty leave in accordance with the provisions of the law.

ARTICLE 15- SICK LEAVE

The District shall provide sick leave in accordance with the provisions of the law.

ARTICLE 16- NO STRIKE/LOCKOUT

During the term of this Agreement, employees shall not engage in any work stoppage or slow down, and the Employer shall not lock out employees.

ARTICLE 17- SAVINGS CLAUSE

- 17.1 In the event that any portion of this Agreement is invalidated by the passage of legislation or the final decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Union and Employer agree to commence negotiations following the act of invalidation in an effort to correct the affected portions of the Agreement.

ARTICLE 18- DURATION

- 18.1 Term: This Agreement shall be effective as of July 1, 2021 and shall continue in effect through the 30th day of June, 2022, and shall automatically be renewed from year to year thereafter unless either party hereto shall give to the other in writing not later than sixty (60) days prior to the expiration date or any subsequent anniversary date of a desire to change.
- 18.2 Zipper: The parties to this Agreement had the opportunity to negotiate all mandatory subjects of bargaining during the bargaining of this Agreement, and there shall not be further negotiations until the Agreement is opened, in writing, by either party.

ARTICLE 19 — No Discrimination

The School District and the Union agree that neither will discriminate against any employee in any term or condition of employment because of an employee's race, color, religion, sex, disability, age, national origin, membership in the Union, or any other prohibited basis of

discrimination under applicable local, state, or federal laws.

In Witness Whereof,

The Employer and Union have hereunto passed this Agreement to be executed by their duly authorized representatives on the day and year first above written.

STEVENSVILLE SCHOOL DISTRICT # 2

LIUNA, LOCAL NO. 1686

Board Chair

Field Representative

Superintendent

Union Steward

Date _____

Date _____

It is the intent of this addendum that the steps represent years of service, and that the employee will advance one step for each year he or she has worked for the school district. The anniversary date shall be July 1st of each year. Each employee shall advance one step on July 1st.

Boiler Tenders who are required by the employer to carry a boiler license will be classified as a maintenance employee.

**ADDENDUM A - WAGE SCALE
Stevensville School District #2
Custodial, Grounds, Maintenance
Salary Schedules 2021-2022**

Custodial

Base	\$14.24
First Increase	\$.25
Second Increase	\$.25
Third Increase	\$.25
Remaining Increases	\$.25

Grounds

Base	\$15.81
First Increase	\$.25
Second Increase	\$.25
Third Increase	\$.25
Remaining Increases	\$.25

Maintenance

Base	\$19.70
First Increase	\$.25
Second Increase	\$.25
Third Increase	\$.25
Remaining Increases	\$.25

Effective July 1, 2010, the employer shall contribute the current pension premium for each compensable hour of employment, in lieu of wages, for each union member employee covered by this agreement.

The Parties agree to adopt the Laborers National Industrial preferred rehabilitation plan for the term of the agreement.

ADDENDUM C - GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM		Page 1 of 2
STEVENSVILLE SCHOOL DISTRICT No. 2		
Grievant:	Date of Grievance:	
STATEMENT OF GRIEVANCE:		
A.		
Contract provision violated:		
B.		
Contract provision violated:		
C.		
Contract provision violated:		
		use additional sheets if necessary
ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}		
A.		
B.		
C.		
Grievants Signature:		Date given to Immediate Supervisor:
IMMEDIATE SUPERVISOR'S RESPONSE:		
A.		
B.		
C.		
Supervisor's Signature:		Date given to Grievant:
GRIEVANT'S RESPONSE:		
A.		
13.		
C.		
Grievant's Signature:		Date given to Superintendent:

SUPERINTENDENT'S RESPONSE:	
A.	
B.	
C.	
Superintendent's Signature:	Date given to Grievant:
GRIEVANT'S RESPONSE:	
A.	
B.	
C.	
Grievant's Signature:	Date given to Board Chair:
BOARD'S RESPONSE:	
A.	
B.	
C.	
Board Chair's Signature:	Date given to Grievant:
THIS GRIEVANCE IS BEING PROCESSED TO ARBITRATION	
Union President's Signature:	Date given to Board Chair:
RESOLUTION OF GRIEVANCE:	
<div style="display: flex; justify-content: space-around; text-align: center;"> 1 Informal 2 Immediate Supervisor 3 Superintendent 4 Board 5 Arbitration </div>	
Resolution:	

