

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

ANACONDA PUBLIC SCHOOLS
ANACONDA DEER LODGE COUNTY SCHOOL DISTRICT#10
AND

CLASSIFIED UNIT OF
THE ANACONDA TEACHERS' UNION
MONTANA FEDERATION OF PUBLIC EMPLOYEES LOCAL
#502, AFT,
AFL-CIO

August 1, 2020 through July 31, 2021

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AGREEMENT

August 1, 2020 to July 31, 2021

SECRETARIES/PARAPROFESSIONALS

THIS AGREEMENT made and entered into on this ____ day of August 2020, by and between Anaconda School District No. 10, of Anaconda-Deer Lodge County, Montana, Board of Trustees, hereinafter referred to singularly and collectively as "Employer" and the Classified Unit of the Anaconda Teachers' Union, Local 502, MFPE, AFT, AFL-CIO, hereinafter referred to as the "Union".

It is hereby agreed that the general purpose of this Agreement, is to promote the mutual interests of the undersigned parties, and to continue the present amicable relations between EMPLOYER and EMPLOYEES.

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

ARTICLE 1 -RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative of all secretaries and all paraprofessional employees who work as classroom teaching assistants in Special Services, within the bargaining unit as defined and certified by the Board of Personnel Appeals. This bargaining unit shall be known as the classified unit of the Anaconda Teachers' Union.

ARTICLE II -SAVINGS CLAUSE

In the event any of these provisions is declared illegal, the parties shall immediately meet and negotiate a substitute provision.

ARTICLE III -MEMBERSHIP/PAYROLL DEDUCTIONS

- A. Employees covered by this Agreement may become and remain members of the Union or refrain from doing so at their choosing. No secretary in the bargaining unit shall be required to become a member of the Union as a condition of employment. Membership in the Union shall be separate and distinct from assumption by each employee of his/her equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Union members.
- B. In conjunction with the above, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a service charge as a contribution towards the administration of this Agreement in an amount equal to the Union initiation fee and monthly dues from his/her wage in the same manner as check off of union dues.

- C. Upon voluntary written authorization of any employee within this bargaining unit, the Employer shall deduct from the pay of the employee the monthly amount of dues as certified by the authorized officer of the Union. Such forms shall be collected by the Union and delivered to the Employer no later than the first (1st) workday of such month in which the change becomes effective. Such change shall be limited to one change per contract year other than any change made at the time of the renewal of the contract.
- D. The Union shall indemnify and hold the Employer harmless against any claim made and against any suit instituted against the Employer, on account of its compliance with the provisions of this Article.

ARTICLE IV -WORKING RULES AND CONDITIONS

A. Wages:

Secretaries K-8	2018-2019	2019-2020	2020-2021
Hourly Wage	16.65	17.01	17.46
Secretary 9-12			
Hourly Wage	17.06	17.44	18.05
Paraprofessionals *			
Hourly Wage	15.40	15.74	16.05
* Paraprofessionals who hold an Associates or a Bachelors Degree shall receive an additional stipend of \$.20 per hour.			
Paraprofessionals with AA/BA			
Hourly Wage	15.60	15.94	16.25
*See Article XIV Section B			

- B. The Employer shall have 180 school calendar days to evaluate new employees to determine the individual's competency and permanent employment.
- C. No permanent employee shall be terminated except for just cause.
- D. At the Principals' discretion, Secretaries may work the same number of days as their building Administrator/Principal. Secretaries can be assigned no less than 1477.5 hours and no more than 1552.5 hours in a school year, except at Anaconda High School, where the secretary can be assigned up to 222 days to meet the needs of the building principal. Employees shall normally be scheduled to work 8 hours in any given workday. On occasion with mutual agreement between the Supervisor and the employees, the workday may be altered. For example, if a Secretary is normally scheduled to work 8 hours per day a Principal may use a

Secretary for more than 8 hours per day in order that they may leave earlier on a Friday (or any other mutually agreed upon day) as long as the hours worked do not exceed forty hours for the week. Occasional overtime may be worked with mutual agreement between the Supervisor and the employee. Under extenuating circumstances an employee may be directed without mutual consent to work overtime.

- E. The work year for paraprofessionals will at a minimum be 182 days. Hours may vary depending on IEP requirements.
- F. The Employer will provide all bargaining unit members with a minimum of one (1) day per school year for training and instruction on issues relevant to the position.
- G. Whenever the Employer determines that a vacancy is to be filled, the Employer shall post notice of such vacancy within the bargaining unit. Any employee may apply for either reassignment or transfer. The Employer may post the position externally at the same time, but internal applicants will be given first consideration.
- H. Employees whose position requires them to work in more than one location shall be reimbursed per IRS rates for travel between buildings.
- I. All employees covered by this Agreement shall be given free passes into all school sponsored activities.
- J. School Closure: For those days that are not made up by the whole district, the employee shall have the option of taking vacation, or they may request to be assigned for other duties for that time.

K. Longevity Clause

Five (5) years or more with the School District - \$125 annually

Ten (10) years or more with the School District - \$200 annually

Fifteen (15) years or more with the School District - \$300 annually

Longevity shall be paid in a lump sum with the January pay period. A partial year will not count in the total for longevity.

- L. Retirement: TRS Bargaining Unit Employees planning to retire can cash-out accrued sick leave at a rate of 25% of the cash value, with the option of rolling it into their TRS Account.
- M. Supervisor: The Building Principals will be direct supervisor for paraprofessionals in each school building. Principals will evaluate Paras using the Danielson model. SPED Director will oversee placement of Paraprofessionals.
- N. PIR Days— The District will provide Paraprofessionals local training during MFPE conferences. Attendees will be paid for their time at their normal rate of pay.

ARTICLE V -VACATIONS

- A. Annual vacation leave is provided by law. Each permanent, full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation credits, 2080 hours (52 weeks x 40 hours) shall equal one (1) year. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months, as required by statute.
- B. Permanent, part-time employees are entitled to pro-rated annual vacation benefits, if they have worked the qualifying period.
- C. An employee may not accrue annual vacation leave credits while in a leave-without pay status.
- D. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule:

1 day through 10 years	(.058xhrs worked) for a maximum of 120
10 years through 15 years	hours
15 years through 20 years	(.069xhrs worked) for a maximum of 144
20 years on	hours
	(.081xhrs worked) for a maximum of 168
	hours
	(.092xhrs worked) for a maximum of 192
	hours
- E. 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 end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
- F. At the end of each school year the Employer agrees to reimburse the employee for unused vacation leave at his/her current rate of pay.
- G. The dates of employee's annual vacation shall be determined by agreement between each employee and his/her supervisor with regard to the best interest of the Employer as well as the best interest of each employee.
- H. The Superintendent's Office and Clerk's Office will be informed in writing what dates have been awarded.

ARTICLE VI -HOLIDAYS

- A. All employees covered by this Agreement shall be granted the following holidays off with pay which occur during the employee's work period where applicable and listed below:

- * New Year's Eve — December 31
- * New Year's Day - January 1
- * Good Friday - Friday before Easter
- * Memorial Day - Last Monday in May
- * Labor Day - First Monday in September
- * Thanksgiving Day - Fourth Thursday in November
- * Day after Thanksgiving - Fourth Friday in November
- * Christmas Eve Day - December 24
- * Christmas Day - December 25

B. School holidays when worked will be paid at the rate of time and a half.

ARTICLE -SICK LEAVE

- A. Sick leave will be in compliance with MCA, 2-18-618, 1985
- B. Family sick leave is the necessary absence due to an illness or death in your immediate family and is charged against accrued sick leave rather than vacation or leave without pay. In taking emergency sick leave, you are limited to five workdays per calendar year for illness in the immediate family and five workdays for each death in the immediate family. Your immediate family is defined as your spouse, parents and grandparents of either spouse, grandchildren, brothers and sisters of either spouse, son-in-law and daughter-in-law, children, and the household dependents of either spouse.
- C. Any employee returning to duty after an illness which exceeds five (5) days, may be required to present a statement from his/her physician and/or submit to an examination by a physician designated by the Superintendent. If such an examination is requested, it shall be at the expense of the Employer.
- D. A recipient shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom and any temporary disability resulting therefrom as any other temporary disability for all job-related purposes.
- E. Additional Sick Leave Requests: Upon the exhaustion of an employee's sick leave, the affected employee may submit a request for additional leave donations from the bargaining unit. The leave request shall be submitted on the Employer's provided form and it is up to each individual employee to decide if / how much to donate.

ARTICLE -PERSONAL LEAVE

Each employee may elect to take up to **four (4)** personal days per year for personal reasons. Personal leave requests will be submitted to the building administrator and approved by the Superintendent.

Note: Personal leave does not accrue and has no cash value.

ARTICLE IX -SENIORITY AND JOB SECURITY

The principles of seniority will be recognized and applied in all cases during the life of this contract, under the following conditions:

- A. Right to selection of position and building when an opening occurs, provided the applicant has the qualifications and ability to perform the work involved. The applicant must be approved by the Board of Trustees.
- B. Seniority in case of reduction of staff. Employees whose seniority dates are the same shall have their respective seniority rank determined by the order in which the employee's name appears in the original Board minutes at the time of hiring.
- C. Seniority will be computed from the date the employee began regular uninterrupted service with the Employer.
- D. Seniority shall be forfeited by discharge for cause, voluntary termination, or as the result of continuous absence from work because of illness for twelve (12) continuous calendar months.
- E. Recall from layoff shall be in reverse order. In recalling employees, the Employer shall send a certified, return receipt letter to the last known address of the employee with a copy to the Union. The employee shall have fourteen (14) days to report to work from the date of receiving such notification. Recall rights shall terminate twelve months from date of layoff.
- F. Any employee re-elected from the recall list shall not be required to serve an additional probationary period. Any recalled employee, who is laid off because of staff reduction, shall return to the recall list.
- G. Two seniority lists - one for secretaries and one for paraprofessionals shall be maintained by the Employer. The seniority list shall be revised to reflect the employee's seniority status as of October 1st of each year and shall be posted within thirty (30) days thereafter. Employees shall have fifteen (15) calendar days after the posting of the seniority list to raise objections to their seniority rights. Any employee failing to protest his/her seniority date as shown on such list shall be considered to have confirmed his/her seniority as listed.

ARTICLE X -HEALTH AND WELFARE

- A. Union members, along with representatives of other employee groups covered by the same group health insurance plan, shall consider insurance options and make recommendations to the Board of Trustees regarding insurance carriers/administrators and policies at least once per year. The Employer's only obligation is to pay the required contribution to the carrier/administrator finally selected by the Board. No warranties are expressed or implied as to the coverage, benefits, or performance of any insurance carrier/administrator.

For the 2020-2021 school year the Employer will contribute up to \$752.43 per month to the Employer's group health insurance plan carrier/administrator towards the insurance premiums for each participating permanent secretary or paraprofessional beginning on the first day of the month following that permanent secretary's or paraprofessional's first day of work as a participating permanent secretary or paraprofessional. Should the \$752.43 exceed the actual amount of the premium for the \$1000 deductible plan, the Employer will only pay the full premium amount. Additional premiums shall be paid by payroll deduction. Such contributions shall cease upon an employee's termination.

- B. The Employer shall contribute the sum of fifteen (\$15.00) per month per permanent employee to the group life insurance program for the twelve (12) month period.

ARTICLE GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint that there has been an alleged violation of a specific provision of this Agreement.
- B. As used in this Article, the term "employee" shall mean:
1. A member of the bargaining unit.
 2. A group of bargaining unit members having the same grievance; or
 3. The Union.
- C. Procedure:

Step 1: An employee and the Union Grievance Committee chairman shall first discuss the problem with the building administrator.

Step 2: If the matter is not satisfactorily adjusted within two (2) school days after the last discussion, the employee, with the assistance of the grievance committee chairman shall submit the grievance in writing within five (5) school days to the Superintendent of Schools. The Superintendent may request a meeting with the employee and the grievance committee chairman prior to making his decision, but in any event, must render his decision in writing with copies to the employee and the Union within ten (10) days of written submission to him by the employee.

step 3: The Union shall have five (5) days to submit the unresolved grievance to the Board of Trustees. The Board may request a meeting with the employee and the grievance committee chairman prior to making its decision, but in any event, must render its decision in writing with copies to the employee and the Union within twenty (20) days of written submission to it by the employee.

Step 4: Arbitration

- (a) Procedure: In the event that the parties are unable to resolve a grievance involving an unresolved and disputed interpretation of this Agreement, it may be submitted, only at the option of the Union to arbitration as

defined herein, provided a notice of appeal to arbitration is filed in the office of the Superintendent within ten (10) days of the receipt of the decision of the School District in step 3.

- (b) Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of the procedure, the parties shall, within five (5) days after receipt of the notice provided in (a), above, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, either party may, within ten (10) days, request the Board of Personnel Appeals to submit to both parties a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking names in alternate order. The name remaining shall be the arbitrator. Failure by the Union to request an arbitration list within the time periods provided herein shall constitute a waiver of the grievance.
- (c) Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
- (d) Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing, or within twenty (20) days after the deadline for mailing of post hearing briefs, if the arbitrator so instructs. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Decisions by the arbitrator, in cases properly before him/her shall be final and binding upon the parties, subject however to the limitations of arbitration decisions as provided by Montana Law. The arbitrator may issue compensatory awards to make the grievant(s) whole for lost salary/benefits.
- (e) Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case. The parties shall share equally fees and expenses of the arbitrator, including the cost of the list of potential arbitrators, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event one party orders a transcript of the arbitration, that party shall pay all costs thereof. When both parties desire a copy, the costs shall be equally shared.
- (f) Jurisdiction: The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance

with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.

D. Miscellaneous Provisions

1. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
2. Any agreement between the District representative at any level and the grievant shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
3. Once the grievant(s) or the Union has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same facts or circumstances all rights to file or pursue a grievance under this Agreement shall be forever waived unless the grievance is remanded by the court to the grievance procedure contained within this Agreement.
4. When it is mutually agreed that it is necessary to hold a grievance meeting during school hours, individuals required to attend shall be excused with pay for that meeting.
5. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Union Representation.
6. If a grievance arises from the action of authority higher than that of principal of a school, the Union may present such grievance at the appropriate step of the grievance procedure.
7. Only grievances involving unresolved and disputed interpretations of this Agreement may be submitted to binding grievance arbitration as provided herein.
8. For the period between May 15 and August 15 any reference to days or school days herein shall mean normal business days, Monday through Friday, exclusive of recognized holidays for which the school district business office is closed.

ARTICLE -LEAVES OF ABSENCE

- A. Employees may be entitled to take a leave without pay not to exceed one (1) year for good and sufficient reasons with prior approval of the Board of Trustees.
- B. An employee who is under proper summons as a juror or subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees or witness fees shall be applied against the amount due the employee from the Employer. However, if an

employee elects to charge his/her juror time off or witness time off against his/her annual leave, he/she shall not be required to remit his/her juror fees or witness fees to his/her Employer. In no instance is an employee required to remit to his/her Employer any expenses or mileage allowance paid him/her by the Court. The Employer may prefer that the employee retain the jury/witness pay and that the employee's wage payment be reduced accordingly.

ARTICLE -MANAGEMENT RIGHTS

In compliance with 39-31-303, MCA, the Union shall recognize the prerogatives of the Employer to manage, direct, and control its business all particulars, in such areas as, but not limited to:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non- productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the mission of the agency in situations of emergency; and
7. establish the methods and processes by which work is performed.

ARTICLE -TERMS OF AGREEMENT

- A. Term. This Agreement shall be effective August 1, 2020 and shall be binding until July 31, 2021. Either party may seek to renegotiate any portion of this Agreement by giving written notice to the other prior to the termination date of the Agreement. If such notice is given, this Agreement shall remain in force and effect pending all negotiations concerning modification of any of the provisions thereof.

IN WITNESS WHEREOF, the parties hereto set their hands on this ____ day of August 2020

By:

Gayle Venturelli, Chairperson

BOARD OF TRUSTEES

Anaconda School District No. 10
Anaconda, MT

By:

Gayle Clark, Business
Manager/Clerk

CLASSIFIED UNIT
ANACONDA TEACHERS' UNION
Local No. 502, MFPE, AFT, AFL-CIO

By: _____

By: _____