

**MANAGEMENT PROPOSAL**  
**April 29, 2020**

1. Payment of stipends. The District would like to set a schedule of payments for stipends. There is no language in the contract now, but for transparency and ease of changes the Payroll Clerk would have to make to the system we would like to submit the following:
  - a. For the High School: The first third of the stipend be paid in the first paycheck after the first practice approved by the MHSA. The second third to be paid during the next pay period with the last third paid on the payroll date following the return of all equipment and any required paperwork.
  - b. For the Junior High School: The first half of the stipend be paid in the first paycheck after first practice approved by the MHSA. The last half to be paid on the payroll date following the return of all equipment and any required paperwork.
2. The Advisory period will continue across the District, removing the “2019-2020” from the contract.
3. The 6-1 schedule needs to be removed to accommodate the staffing of ISS, IEP meetings and attendance at IEP meetings and other occasional educational related meetings.
4. The ATU will be in charge of enrolling new members of the Union in order to ensure the District’s compliance with the *Janus* ruling.
5. Teaching day 5 days a week 8 to 4

On pages 5 & 6 of the CBA:

## **B. Supplement to Salary Schedule**

1. [OMITTED]
2. The salary for the following shall be:

**CATEGORY I** **12% of Base**

Girls' Basketball, Boys' Basketball, Football, Volleyball, Wrestling, Softball, Band Director, Boys' & Girls' Track, Concession Manager, Cheerleader Advisor, Tennis

**CATEGORY II** **8.5% of Base**

Golf, Cross Country, Chorus and/or Orchestra, Speech & Debate Coach

**CATEGORY III** **7% of Base**

Assistants, Building System Operator

**CATEGORY IV** **5.5% of Base**

Coaches for Grades 6-8\*, Activities Coordinator

**CATEGORY V** **BA+3 (Entry Level) .54% per day**

Supplemental work days: Employees required to work after the close of school and/or prior to the start of school

\*Grandfather – Any Teacher that is currently coaching an activity for grades 6-8 (i.e. coached during the 2015-16 school year) shall be grandfathered at level III. The teacher shall continue to be grandfathered as long as they continue to coach that activity.

3. The stipends for Categories I through IV above will be paid under the following procedure:
  - a. For the High School: The first third of the stipend will be paid in the first paycheck after the first practice approved by the MHSA. The second third will be paid during the next pay period. The remaining amount will be paid on the payroll date following the return of all equipment and any required paperwork.
  - b. For the Junior High School: The first half of the stipend will be paid in the first paycheck after first practice approved by the MHSA. The remaining amount will be paid on the payroll date following the return of all equipment and any required paperwork.
4. Teachers working at athletic performances of a commercial nature shall be paid in addition to salary as follows:

- a. Wrestling: Timers \$35.00
  - b. Basketball: Timers, scorers \$45.00 for the entire session of the junior varsity and varsity games.
  - c. Football:
    - 1. Timers, scorers and announcers for varsity contests \$35.00 per game.
    - 2. Attendants at varsity games shall be paid \$35.00 per game.
    - 3. Timers, scorers and attendants shall be paid \$35.00 per junior varsity game.
  - d. When teachers do volleyball timing and/or scoring, they will be paid \$35.00
  - e. Volunteers from the private sector may work these positions at the discretion of the Board.
5. All employees covered by this Agreement and teachers retired from the Anaconda School District shall be given free passes into all school sponsored activities.
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On page 13 of the CBA:

## **F. Work Day**

6-1 schedule for grades 6-12, which is six (6) instructional periods and one (1) uninterrupted prep period, with ~~three (3)~~ **four** written exceptions:

- 1. In the event a teacher is assigned to serve lunch duty, they shall receive the current hourly rate (prorated).
- 2. Union Seniority will be used to fill the lunch-duty assignment. If no senior faculty volunteers for this lunch assignment, the lunch responsibilities will be filled in reverse seniority, beginning with the least senior faculty member. When the lunch assignment is assigned by seniority the assignment shall be limited to no more than five consecutive days after which the employee shall not be compelled to do lunch duty for 20 days. Employees may opt out of lunch duty, however, in the event the pool of available employees is insufficient to cover the lunch duty the least senior employees may still be assigned the duty.

[portion omitted]

- 3. The District may enact up to a daily twenty-minute advisory time. During a "normal day" this time shall be created by having students show up two minutes earlier, having one minute removed from each period, one

minute removed from passing time and five minutes added to the end of the day. On days with early outs the period will be prorated in a similar manner to all other classes.

The parties recognize this is a new practice and challenges may arise. To such an end the parties agree to utilize the Labor management committee to discuss and problem solve and in the event the committee reaches a consensus on an issue it shall be implemented.

~~This section three is for the 2019-20 year only and if the parties wish to continue the practice it must be bargained.~~

4. The District may assign Teachers to supervise ISS or to attend IEP meetings or other educationally related meetings.

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On page 4 of the CBA:

### **ARTICLE III - MEMBERSHIP AND PAYROLL DEDUCTIONS**

- A. The Employer shall deduct ~~membership dues~~ from the salary of each teacher, ~~who shall authorize the same in writing upon the form below which shall be a part of the employment contract of each and every teacher, a sum~~ in an amount determined by the Union and submitted to the Employer in writing, provided that the Employer is provided with the teacher's written authorization to withhold membership dues. The Union shall be responsible for gathering signed authorization forms and providing the signed forms to the Employer.
- ~~B. The Union may require of each nonmember the payment of a representation fee.~~
- ~~C. The following language shall be appended to and become and be made part of each and every employment contract of each and every teacher of School District No. 10, Anaconda-Deer Lodge County, Montana, to wit:~~

### **~~BOARD OF TRUSTEES~~**

### **~~DISTRICT NO. 10, ANACONDA-DEER LODGE COUNTY~~**

### **~~ANACONDA, MONTANA~~**

~~Gentlepersons:~~

~~I, the undersigned, a teacher employed by the Board of Trustees, School District No.10, Anaconda-Deer Lodge County, Montana, assign to the Anaconda Teachers~~

~~Union, Local No. 502, MFPE, AFT, NEA, from compensation payable to me, a sum to be determined yearly by the ATU and authorize and direct said Board to deduct such sum from compensation hereafter earned by me, all in accordance with the Master Agreement between the Employer and the Union in force at the time of the deduction.~~

~~Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.~~

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\_\_\_\_\_  
\_\_\_\_\_

~~Signature of Teacher \_\_\_\_\_ Signature of Witness \_\_\_\_\_~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~Address of Teacher \_\_\_\_\_ Address of Witness \_\_\_\_\_~~

#### **D. Hold Harmless**

The Union will indemnify, defend and save the Employer and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Employer including judgments, court costs, attorney's fees and other costs in defense thereof, resulting from any application of this Article.

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On page 10 of the CBA:

#### **B. School Day**

1. The ~~teaching teacher work~~ day shall be 8:00 a.m. to ~~3:30~~ 4:00 p.m., ~~except on the last teaching day of the week when it will be from 8:00 a.m. to 2:22 p.m.~~
2. Duty free lunch period: Each teacher shall be allowed a duty free lunch period of at least forty (40).
3. Co-curricular activities: Co-curricular activities are those under the direct sponsorship of School District No. 10. School District No. 10 shall be held harmless for other than Board of Trustees authorized events.
4. Supervision of co-curricular activities shall be provided by the teachers on a voluntary basis. By the end of September where possible, building principals shall present to their faculty those school events in which the building administrator shall request volunteer teacher participation.