

COLLECTIVE BARGAINING AGREEMENT

Between

**ANACONDA SCHOOL DISTRICT #10
BOARD OF TRUSTEES**

and

COOKS

July 1, 2019 – June 30, 2020

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This Agreement, made and entered into between ANACONDA SCHOOL DISTRICT NO. 10, Deer Lodge County, Montana, the party of the first part, herein called EMPLOYER and COOK EMPLOYEES of the School District, the parties of the second part, herein called EMPLOYEE(S).

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. Any dispute or grievance will be carried through the proper grievance channels.

SECTION I – SENIORITY

The principles of seniority will be recognized and applied during the life of this Agreement, under the following conditions:

- A. Right to selection of position and building when an opening occurs provided the applicant be approved by the Board of Trustees.
- B. Seniority in case of reduction of staff.
- C. EMPLOYEES may recommend to EMPLOYER any cook employee that wishes promotion.
- D. EMPLOYEES whose seniority dates are the same shall have their respective seniority rank determined by alphabetic listing using the first initial of the last name.
- E. Seniority will be computed from the date EMPLOYEE began regular uninterrupted food service with EMPLOYER.
- F. Seniority shall not accrue during non-paid leaves of absence which exceed fifteen (15) days.
- G. Seniority shall be forfeited by discharge for cause or voluntary termination.
- H. In the event of a temporary shift vacancy, the part-time EMPLOYEES (less than seven hours) shall be given the opportunity to take the shift before a substitute is called to fill the shift. The part-time Assistant Cook EMPLOYEES shall have preference over the Cook's Helper in filling a temporary shift vacancy. Full-time EMPLOYEES (seven hours or more) do not have this option.

SECTION II – SICK LEAVE ACCRUAL

- A. Each EMPLOYEE shall earn sick leave credits at the rate of .046 x hours worked in the pay period. Sick leave begins accruing with the first day of employment but may not be used until EMPLOYEE has worked the qualifying period of ninety (90) days.

- B. Upon separation from service, EMPLOYEE is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his/her accumulated sick leave. Such payment to be computed from the effective day of July 1, 1971.
- C. No EMPLOYEE forfeits any rights or benefits he/she had previously accrued to the above date with respect to sick leave.

SECTION III- SICK LEAVE

- A. EMPLOYEES-Cooks and Assistant Cooks--shall be granted bereavement benefits to be deducted from sick time when death occurs in the immediate family, which shall be termed as: husband, wife, son, daughter, mother, father, foster parents, mother-in-law, brother and sister of either spouse and grandchildren. Up to five (5) days of sick leave will be allowed when EMPLOYEE attends to the death or funeral of an immediate family member which requires that EMPLOYEE travel more than five hundred (500) miles from Anaconda. EMPLOYEE will be allowed to use three (3) days of sick leave when EMPLOYEE travels less than five hundred (500) miles to attend to the death or funeral of an immediate family member. EMPLOYER may consider exceptions to the foregoing.
- B. EMPLOYEES shall be entitled to take sick leave to be used for personal illness, a doctor or dentist appointment, funeral leave, and emergency illness in the immediate family.

SECTION IV – PIR DAYS

EMPLOYEES agree to cook for teachers on PIR days.

SECTION V – SALARIES

A. 2019-2020 Salaries:

Head Cook	\$16.18 per hour
Assistant Cook	\$15.16 per hour
Cook's Helper	\$13.73 per hour
Substitutes and New Employees	\$13.23 per hour

- B. Vacation pay will be paid in July of each year.
- C. Regular pay and holiday pay shall be by time sheet.
- D. 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 in the pay period immediately preceding Christmas. A partial year will not count in the total for longevity.

- E. Probationary Period

EMPLOYER shall have sixty (60) work days in which to evaluate new EMPLOYEES to determine the individual's competency. Upon written notification, EMPLOYER may extend the probationary period an additional sixty (60) work days. During the probationary period, the Superintendent or his/her designee will inform EMPLOYEE about strengths, weaknesses, methods of improvement, and shall include a signed acknowledgement by EMPLOYEE of such evaluation. At any time during the probationary period, EMPLOYEE may be separated without cause. Any EMPLOYEE who successfully completes the probationary period may only be terminated for cause. During the probationary period, new EMPLOYEES will be paid at the rate listed in Section A above.

SECTION VI – COOK'S HELPER

A Cook's Helper position shall be established. Cook's Helper will be a part-time employee whose responsibility shall be assigned as needed. Cook's Helper shall be entitled to the specified wage, sick leave and vacation benefits as specified but no health-life insurance benefits or other contract benefits. When a Cook's Helper takes over a cook's assignment, he/she shall be paid Assistant Cook wages.

SECTION VII – INSURANCE

- A. **Effective July 1, 2019,** EMPLOYER shall contribute up to \$696.43 each month of this Agreement for each participating permanent EMPLOYEE to the EMPLOYER'S group health insurance plan carrier/administrator toward the insurance premiums for each permanent EMPLOYEE beginning on the first day of the month following that EMPLOYEE's first day of work as a participating permanent EMPLOYEE. Additional premiums shall be paid by payroll deduction. Such contributions shall cease upon EMPLOYEE'S termination except when the terminated EMPLOYEE retires and is eligible for benefits pursuant to Section C below. At the request of either party, but no more than once each year, EMPLOYEES and EMPLOYERS shall each appoint two (2) members to a committee which, 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. The EMPLOYER'S only obligation is to pay the required contribution to the carrier/administrator finally selected by the Board of Trustees. No warranties are expressed or implied as to the coverage, benefits or performance of any insurance carrier/administrator.
- B. EMPLOYER shall contribute the sum of ten dollars (\$15) per month per EMPLOYEE to the Group Life Insurance Program for the twelve (12) month period.
- C. EMPLOYER shall assume for current EMPLOYEES under this Agreement EMPLOYER'S portion of health insurance for early retirees at the age of sixty-two (62) until the retiree accepts other employment or for a maximum of three (3) years. New EMPLOYEES hired on or after July 1, 2007 will not receive this retirement benefit

SECTION VIII – VACATION

- A. Vacation shall accrue for the first ten (10) years of employment at the rate of .058 hours per hour in pay status to a maximum of fifteen (15) days per year.

- B. After ten (10) years of service through fifteen (15) years of service, vacation shall accrue at the rate of .069 hours for each hour in pay status to the maximum of eighteen (18) per year.
- C. After fifteen (15) years of service through twenty (20) years of service, vacation shall accrue at the rate of .081 hours for each hour in pay status to a maximum of twenty-one (21) days per year.
- D. After twenty (20) years of service, vacation shall accrue at the rate of .092 hours per hour in pay status to a maximum of twenty-four (24) days per year.
- E. 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 EMPLOYER as well as the best interest of the EMPLOYEE.

No vacation time will be allowed while school is in session (P.I. days) except with special prior approval from the Superintendent.

The Superintendent's Office and the Business Office shall be informed in writing as to what dates vacation has been awarded.

SECTION IX – HOLIDAYS

- A. EMPLOYEES will be granted the following school holidays off with pay:
 - 1. New Year's Day (January 1)
 - 2. Memorial Day (Last Monday in May)
 - 3. Thanksgiving Day (Fourth Thursday in November)
 - 4. Good Friday
 - 5. Day after Thanksgiving
 - 6. Christmas Eve
 - 7. Christmas Day
 - 8. State and National election days when the school building is used as a polling place and the conduct of school would interfere with the election process at the polling place.
 - 8. In the event school starts prior to Labor Day, Labor Day shall be a school holiday. When these holidays fall on Saturday or Sunday, the preceding Friday or succeeding Monday shall not be a school holiday.
- B. School holidays, when worked, will be paid at the rate of double time.
- C. Current EMPLOYEES hired before July 1, 2007 will be allowed six (6) personal leave days. Personal leave requests will be submitted to and shall be subject to the Building Administrator's approval. EMPLOYEES hired on or after July 1, 2007 will be allowed three (3) personal leave days based on their work schedule.

SECTION X – WORK DAYS

EMPLOYEES will work one hundred eighty-five days (185)-one hundred eighty (180) school days and five (5) days at the discretion of the Business Manager/Clerk.

SECTION XI – JURY DUTY

EMPLOYEES summoned to serve on jury duty or subpoenaed as a Witness shall receive full salary during the period of such service. EMPLOYEE shall retain the court pay; however, EMPLOYEE'S wage payment shall be reduced accordingly. In no instance shall EMPLOYEE be required to remit to EMPLOYER any expense or mileage allowance paid by the Court.

SECTION XII – BOARD (MANAGEMENT) RIGHTS CLAUSE

- A. EMPLOYER, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the constitution of the State of Montana, and the United States, including, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its EMPLOYEES;
 - 2. To hire all EMPLOYEES and subject to the provisions of Law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such EMPLOYEES;
 - 3. To decide upon the means and methods of work, and the duties, responsibilities, and assignments of EMPLOYEES with respect thereto and with respect to administrative activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, responsibilities by EMPLOYER, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Montana and the Constitution and Laws of the United States.

SECTION XIII – GRIEVANCE PROCEDURE

A grievance is a signed, written complaint on an appropriate form alleging a dispute between the parties involving the application, meaning, or interpretation of this Agreement. There shall be no suspension of work, but such alleged breach shall be treated as a grievance and shall be settled in the following manner:

- A. The affected EMPLOYEE and his/her representative, if desired, and the immediate supervisor for EMPLOYER shall endeavor to adjust the matter within fifteen (15) working days from the date the alleged grievance arose, or within fifteen (15) working days from the time the grievant became aware of the matter. The immediate supervisor shall give his/her answer within five (5) working days from receipt of the complaint.
- B. If the matter is not resolved under the preceding provision or if the immediate supervisor fails to give his/her answer within the time provided, the aggrieved EMPLOYEE and his/her representative, if desired, shall have five (5) working days to reduce the grievance

to writing and present same to EMPLOYER. EMPLOYER shall arrange to meet with the aggrieved EMPLOYEE and representative, if desired, within ten (10) working days. EMPLOYER shall give a decision on the matter in writing within five (5) working days from the date of the meeting.

- C. If the matter is not satisfactorily resolved as provided for in the preceding provision, EMPLOYEE'S Association may, within ten (10) additional working days, refer the matter to the Board of Trustees. This submittal shall be in writing and shall have attached thereto all statements and documents which have been part of the grievance record up to that time, and any other statements and documents that relate to the alleged violation. EMPLOYEE and the designated official of the EMPLOYEE Association and the Board of Trustees or their agents shall meet as soon as mutually convenient but no later than fifteen (15) working days, and make an effort to resolve the dispute on a mutually satisfactory basis. This step may be bypassed by the mutual agreement of EMPLOYER and the EMPLOYEE Association.
- D. If the matter in dispute is not resolved or disposed of within ten (10) working days from the date of the initial meeting with the Board of Trustees or their agents, or if Step 3 is bypassed, the EMPLOYEE Association may provide written notice to the Board of Trustees within an additional ten (10) working days that mediation of the issue is desired.
- E. In the event mediation is requested, the Board of Personnel Appeals shall be requested to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him/her in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

If the Board of Personnel Appeals refuses to assign a Mediator, or if the assigned Mediator determines that the grievance is not likely to be resolved, or after thirty (30) calendar days, whichever occurs first, the EMPLOYEE Association may request that the Board of Personnel Appeals provide the parties with a list of five (5) qualified impartial Arbitrators.

- F. Within ten (10) working days of the receipt of the list from the Board of Personnel Appeals, the EMPLOYEE Association and EMPLOYER shall select an arbitrator. The EMPLOYEE Association shall first strike one (1) name from the list, and EMPLOYER shall strike the second name; the EMPLOYEE Association shall strike the third name, and EMPLOYER shall strike the fourth name. The remaining name shall be the Arbitrator of the grievance. EMPLOYER shall notify the Board of Personnel Appeals of the name of the selected arbitrator.
- G. Rules of procedures to govern the hearing shall be fixed by the Arbitrator, and the award when signed by the Arbitrator shall be final and binding.
- H. Nothing contained herein shall be construed to circumvent the right of EMPLOYEE to take up a grievance with EMPLOYER and have the same settled without the provisions of this Agreement.

- I. The Arbitrator shall have no power to add to, subtract from or alter in any way the express terms of this Agreement nor imply any restrictions or burden to any party that has not been assumed in this Agreement. The EMPLOYEE Association shall not be permitted to assert in any such arbitration proceedings any ground not specified in the original written grievance. EMPLOYER nor the EMPLOYEE Association shall rely on any evidence not previously disclosed to the other party.
- J. Each party shall bear the expense of preparing its own case and the expense of its representatives at the arbitration hearing. The fee and expense of the Arbitrator shall be shared jointly and equally between EMPLOYER and the EMPLOYEE Association.
- K. The parties hereto may mutually agree to extend any of the time limits set forth herein.
- L. Once a grievance has been filed, the grievant(s) and the Association waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. Once the grievant or the Association 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 section shall be forever waived.

SECTION XIV – TERMS

This Agreement constitutes the entire negotiated agreement between EMPLOYER and the Board of Trustees administration, and EMPLOYEES (the Cooks) and supersedes all previous contracts, practices, traditions, or policies which are in conflict with the expressed terms of this Agreement.

SECTION XV – DURATION

This Agreement becomes effective on the first day of July 2019 and continues in effect until June 30, 2020.

DATED this 2nd day of July 2019

ANACONDA SCHOOL DISTRICT NO. 10
Board of Trustees

ANACONDA SCHOOL DISTRICT NO. 10
Cook Employees

By: _____
Jaime Valenitini
Board Chair

By: Laurie Taylor
Laurie Taylor
Cook Employees' Representative