

SHELBY SCHOOL DISTRICT  
NO. 14  
BOARD OF TRUSTEES  
AND  
MONTANA PUBLIC EMPLOYEES  
ASSOCIATION

**CUSTODIANS**

July 1, 2015 – June 30, 2018

## **MASTER CONTRACT**

SHELBY SCHOOL DISTRICT NO. 14 BOARD OF TRUSTEES  
AND  
MONTANA PUBLIC EMPLOYEES ASSOCIATION  
CUSTODIANS

THIS AGREEMENT, entered into this \_\_\_\_\_ day of August, 2016, by and between the Board of Trustees, School District No. 14, Shelby, Montana; Hereinafter called the BOARD, and the Montana Public Employees Association; hereinafter called the UNION,

### **ARTICLE I**

#### **Agreement All-Inclusive.**

This instrument contains all provisions of the Agreement between the Board and the Union on all matters negotiable for agreement under Title 59, Chapter 16. Revised Codes of Montana, 1973 and neither party hereto shall be required during the term hereof to negotiate for agreement upon any issue whether or not such issue is mentioned herein. All prior practices, agreements, and understandings are superseded by the Agreement and are of no force or effect unless specifically incorporated herein.

### **ARTICLE II**

#### **Scope and Term of Agreement**

This Agreement shall become effective on **July 1, 2015** and shall continue in effect until **June 30, 2018** and from year to year thereafter unless either party shall give the other party sixty (60) days written notice prior to the anniversary date of the Agreement of its desire to modify or amend the Agreement. During said sixty (60) day period, the parties shall confer upon the modification or amendment of the Agreement and if, upon or after the expiration of such sixty (60) day period, the parties are unable to agree, then either party may terminate this Agreement.

### **ARTICLE III**

#### **Powers of the Board**

The matters of negotiation and bargaining for agreement herein shall not include matters of policy of operation, selection of **custodians** and other personnel, or physical plant of schools or other facilities. The Board has and shall retain, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law to establish school policy of operation, including but not limited to the right:

1. To exercise the executive management and administrative control of the school system and its properties, facilities, programs and the agreed activities of its employees as limited by the terms of this Agreement.
2. To employ and re-employ all personnel, determine their qualifications, conditions

of employment and work assignments, and further to promote, demote or dismiss such personnel as outlined by the terms of this Agreement.

3. To establish and supervise all manner of work, work schedules, hours of work, days that the school shall be in session, physical plant and other facilities, to establish terms and conditions of employment except as hereinafter set forth in this Agreement,

The management of the district and the direction of its employees is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine.

Management rights will not be deemed to exclude other management rights not herein specifically enumerated.

## **ARTICLE IV**

### **Recognition**

The Board recognizes the Union as, and the Union acknowledges it is, the exclusive bargaining representative for the **custodial** employees. Student workers and temporary employees are specifically excluded from this Agreement. (Temporary employee is an employee hired for a definite period of time, but not to exceed five (5) months).

## **ARTICLE V**

### **Union Security, Agency Shop**

Employees covered by the terms of this Agreement shall not be required to become members of the Union but must, as a term and condition of employment, pay a representation fee to the Union.

Upon receipt of a written authorization from an employee covered by this Agreement, the Board shall deduct from the employee's pay the amount owed to the Union by such employee for dues or a representation fee. The Board will remit to the Union such sums within 30 calendar days. Changes in the Union membership dues rate and representation fee will be certified to the Board in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever are later, pay dues or the representation fee to the Union. Employees who fail to comply with this requirement shall be discharged by the Board within 30 days after receipt of written notice of default by the Union. The Union may make written notice of default and demand for discharge after the 30 day period specified above. The Board shall initiate appropriate discharge actions under this Section to insure discharge of the affected

employees) on the 30th day from receipt by the Board of the Union's written notice of default and demand for discharge.

The Board, within 30 days of the signing shall present the Union with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires.

The Union will indemnify, defend and hold the Board, each individual Board member and all Administrators harmless against any claim made and against any suit instituted against the Board, including attorney's fees and costs of defense thereof, on account of any provision of this Article. On July 1, of even-numbered years, the Union shall furnish the Board with proper documentation that its representation fee procedure is in compliance with law.

### **Reopening Clause for the District**

If funding is cut, and reopened for other purposes by mutual consent.

## **ARTICLE VI Obligations**

There shall be no cessation of work through strikes by the Union or lockouts by the Board during the terms of this Agreement. In the event of a labor dispute directly involving the employees covered hereby, Representatives of the Board and the Union shall immediately meet to discuss ways and means of dealing with the situation this created. There shall be no discrimination by the parties to this Agreement in respect to the terms and conditions, and they shall be in compliance with all applicable State and Federal laws pertaining to discrimination.

## **ARTICLE VII Probation Period**

All new employees hired after the effective date of this Agreement will not be covered by the provisions of the Agreement until said employee has successfully completed a two hundred and forty (240) day probationary period. Salary for new employees shall be set at 90% of established salary for the first one hundred and twenty (120) days of the probationary period. Upgraded employees shall serve a one hundred and twenty (120) day probationary period at less per hour than that established for the upgraded position. Upgraded employees removed from the upgraded position within the one hundred and twenty (120) day probationary period shall be returned to their previous position.

### **Ground for Dismissal**

Dismissal which occurs following the two hundred and forty (240) day probationary period for new employees and one hundred and twenty (120) day probationary period

for upgraded employees shall be for the following reasons:

1. Insubordination;
2. Repeated failure to comply with the Job Description;
3. Violation of Board Policy;
4. Failure to comply with safety standards or repeated neglect in the care and use of District equipment;
5. Being under the influence of alcohol or illicit drugs on the job;
6. Failure to maintain reasonably harmonious relations on the job with staff, students, administration, coworkers and other personnel such as clients, parents, suppliers, inspectors and officials;
7. Theft or misappropriations of District property or supplies;
8. Immorality;
9. Contributing to the corruption of students or lowering of moral standards or the disciplinary standards of students;
10. Excessive Absenteeism;
11. Other cause shown.

All reasons for termination shall be presented to the employee in writing prior to official termination. However, the employee may be suspended by the Superintendent without prior written notice, pending notice of official termination. All official terminations shall be by Board action at which the employee shall have a right to be present, and to speak in his own behalf.

## **ARTICLE VIII**

### **Hours of Work and Overtime**

1. Eight (8) hours shall be the normal work day, and forty (40) hours the normal workweek for all employees. The workweek shall commence immediately after 12 o'clock midnight on Sunday.
  - a. Custodial work schedules shall be established no later than the 15th of August of the ensuing school year. These schedules shall be distributed to the school administration and Union.
  - b. Custodial Staff will receive 48 hours notice before a meeting is scheduled unless an emergency situation arises. All custodial meetings will be scheduled Monday - Friday between the hours of 7:30 AM - 4:30 PM unless an emergency situation arises.
  - c. Schedules may be adjusted by mutual agreement.
2. Employees shall be permitted to make out time cards, worksheets, and similar memoranda with the hours of work on Board time. If any employee is called into conference by the Board during his regular scheduled hours of work for any purpose, he shall be paid for such time at his regular rate of pay.
  - a. All work performed in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) workweek shall be paid for at the rate of time and one-half (1 ½), within the overtime for hours in excess of eight (8) in one

- (1) day credited against and deducted from the overtime for hours in excess of forty (40) during a workweek. With mutual agreement, the employee may be allowed to accrue compensatory time at time and one half (1 ½) in lieu of paid overtime. Compensatory time balances shall not exceed 40 hours. Any overtime worked beyond 40 hours shall be compensated as time and one half (1 ½) overtime. Compensatory time shall be taken off with mutual agreement between the supervisor and employee. Any scheduled or call out work performed on Sunday shall be paid at two (2) times employee's basic rate. This does not apply to an overlap of Saturday's work that should go past midnight Saturday.
- b. All overtime must be approved by the Superintendent or his designee.
  - c. The District payday for non-certified personnel shall be the last day of the month unless that day falls on a holiday or weekend, in which case payday shall be the last day worked prior to the weekend or holiday.
  - d. When it is required to call out any employee covered by the terms of this Agreement, the employee shall be paid for a minimum of two (2) hours. Hours or a quarterly fraction of an hour worked beyond this minimum will be paid at the applicable hourly rate. Under the terms of this Agreement, the "call out" term referred to above means in case of emergency or special extracurricular activities. Weekend boiler inspections are to be compensated for by one (1) hour overtime with pre-authorization by the building administrator.
  - e. For emergency purposes only, a telephone line shall be available for the night shift employees.
  - f. Any regularly scheduled hours between 8:00 p.m. to 4:00 a.m. shall be paid an additional \$1.50 per hour. This shift differential does not apply to call-out pay situations. All schedules will be approved by the superintendent.
3. There shall be a fifteen (15) minute break midway in the first half of a shift and midway in the second half of a shift for all employees covered under the terms hereof.

## **Article IX**

### **Holidays**

1. The following guaranteed holidays will be observed by the Board during the term of this Agreement:
  - a. Good Friday
  - b. Independence Day
  - c. Thanksgiving Day
  - d. Friday following Thanksgiving
  - e. Christmas Day
  - f. New Year's Day
  - g. Memorial Day
  - h. Labor Day

2. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on a Sunday, then the proceeding Monday shall be honored as the holiday.
3. Any regular employee not required to work on a regular holiday whether it falls on one of his scheduled work days or on one of his regular days off shall be allowed his base pay rate for such holiday.
  - a. Employees scheduled to report for work and failing to report shall not receive such pay
  - b. To be eligible for unworked holiday pay an employee must have been on active duty and have worked the hours required on his last regularly scheduled work day preceding the holiday and on his first regularly scheduled work day following the holiday except in case of excused absences.
4. Regular employees required to work on a holiday will be granted one day's pay at straight time and in addition, will be paid for the time worked at time and one-half (1 ½), but in no case shall the operation of this provision result in pyramiding or duplication of premium payment.
5. Every reasonable effort will be made by the Board to avoid scheduling employees on holidays.

## **ARTICLE X**

### **Promotions, Vacancies, and Transfers**

A list of all vacancies by building as they occur shall be given to the Job Steward for availability to members of the Union employed by School District No. 14. Those wishing to transfer shall make their request known to administration. In selecting the employee for the vacancy, the qualifications to be considered shall be ability, knowledge of the work and experience, Seniority shall be a consideration but the Board reserves the right to make the final appointment based on all relevant criteria.

## **ARTICLE XI**

### **Leaves**

Employees of this School District are entitled to and shall earn the same vacation and sick leave benefits that all other State of Montana employees receive. (2-18-611 through 2-18618, Revised Codes of Montana). Notification of accumulated sick and vacation credits shall be furnished to employees each July and January. Annual leave and sick leave shall be prorated based upon 2,080 hours in 12 month period.

#### **1. Vacation Leave**

This provides the following vacation benefit schedule for full-time employees who have worked at least six (6) months.

- a. From one (1) full pay period through ten (10) years of employment at the

- rate of fifteen (15) working days:
- b. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days;
  - c. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) Working days;
  - d. After twenty (20) years of employment at the rate of twenty-four (24) working days.

### **Accumulation of Leave**

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 last day of any calendar year. Employees shall be notified of any excess leave by December 31 of the new year. If an employee puts in a reasonable request to schedule off the excess leave, and that leave is not approved, then the employee has until December 31 of the New Year to use the excess leave.

An employee who terminates his employment for reason not reflecting discredit on himself, shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. However, if the employee transfers to another state, county, or city agency, there shall be no cash compensation paid for unused vacation leave. In such transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

Leave of absence exceeding fifteen (15) days - vacation leave does not accrue. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days.

Absence because of illness is not chargeable against vacation unless approved by employee. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

### **Determination of vacation dates**

The date of employee's annual vacation shall be determined by agreement between each employee and his supervisor with regard to the best interest of the District as well as the best interests of each employee.

## **2. Sick Leave**

- a. Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment for calculating sick leave credits, two thousand eighty (2080) hours, (52 weeks x 40 hours), shall equal one (1) year. Proportionate sick leave credits shall be earned and



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 he may accumulate.

- b. An employee may not accrue sick leave credits during a continuous leave of absence without pay, which exceeds fifteen (15) calendar days. Employees are not entitled to be paid for sick leave until they have constantly been employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he has earned.
- c. Permanent part-time employees are entitled to pro-rated leave benefits if they have a regularly scheduled work assignment, and normally work at least twenty (20) hours each week of the pay period, and have worked the qualifying period.
- d. Full time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- e. An employee who terminates his employment with the District is entitled to a lump sum payment equal to one-fourth ( $\frac{1}{4}$ ) of the pay attributed to his accumulated sick leave. This pay shall be computed on the basis of the employee's salary or wage at the time sick leave credits were earned. Accrual of sick leave credits for calculating the lump sum payment provided for in this subsection begins July 1, 1971 and the payment thereof shall be the responsibility of the District. If an employee transfers to another State, County, or City agency, he shall not be entitled to a lump sum payment, in such a transfer the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1975 and transferred with the employee.
- f. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment. Notification to the Superintendent or his designee prior to employee's reporting time is required if sick leave is to be requested. Documentation can be requested, if desired, by the Superintendent or his designee. Abuse of sick leave is cause for reprimand or dismissal.
  - i. Abuse is defined as sick leave in excess of 12 non-consecutive days without medical documentation.

### **3. Personal Leave**

Three (3) days annually of personal leave at full salary will be provided for personal reasons which require the employee's absence during working hours the employees shall make an effort to notify administration within 48 hours of use of personal leave.

### **4. Funeral Leave**

Bereavement leave for members of the immediate family shall be granted at the discretion of the Superintendent for up to four (4) days per year. July 1 through June 30. Additional days approved by the Superintendent for bereavement leave shall be

credited against sick leave. The Superintendent may have the right to request evidence of such death. The immediate family shall be defined as father, mother, sister, brother, husband, wife, children, grandparents or grandchild. This relationship may be either affinity or consanguinity. Bereavement leave shall also be granted for four (4) days at the discretion of the Superintendent for foster or stepparent, sibling or child and will be charged to accumulated sick leave.

#### **5. Jury Duty**

An employee shall be compensated the difference between jury duty pay and his regular hourly wage under this Agreement. Further provided that if a juror is dismissed before 12:00 noon of his normal work day, he is obligated to report to work no later than 1:00 p.m. and if he fails to do so shall not be paid for the afternoon portion of the workday. If the employee is serving jury duty outside of Shelby, within one-half (½) of a shift of the completion of the jury duty and verification of the same, the employee will report to work.

#### **6. Prior Approval for all Leaves**

Prior approval for all leaves shall be cleared through the Superintendent's office and appropriate forms pertaining to such leave (vacation leave, funeral leave, personal leave) shall be completed by the employee and filed with the Business Office. Sick leave forms shall be filed immediately upon return to active duty.

### **ARTICLE XII**

#### **Health Insurance**

The Board agrees to pay up to **five thousand five hundred and seventy-five dollars (\$5,575)** per year per employee, towards health insurance premium. It is understood that the District's only obligation is to purchase insurance policies and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

### **ARTICLE XIII**

#### **Payroll Deductions**

The Board agrees to deduct from employees' wages, at their request, contributions for employee's share of District's insurance premium when applicable for family premiums.

### **ARTICLE XIV**

#### **Severability**

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall be automatically deleted from this Agreement to the extent that it violated the law, All remaining provisions shall remain in full force and

effect for the duration of the Agreement if not affected by the deleted provision.

## **ARTICLE XV**

### **Job Steward**

A local Steward shall be selected by the Union, which shall consist of not more than two (2) members, one of whom shall be named alternate. The Steward and the immediate supervisor shall meet when necessary, at a date and place mutually agreed upon, for the purpose of handling grievances. No employee shall lose time from his regular hours while in conference with the Board or the Board's representative.

## **ARTICLE XVI**

### **Grievance and Arbitration Procedures.**

A grievance is defined as any dispute involving the interpretation, application or alleged violation of a provision of this Agreement. Grievances or disputes which may arise shall be settled in the following manner:

#### **Step 1:**

Within three (3) working days after its occurrence, the aggrieved party shall discuss his complaint with his supervisor. Within three (3) additional working days the supervisor or division head will reply to the complaint. The employee may have his Union representative present.

#### **Step 2:**

If the grievance is not settled satisfactorily at Step 1, the grievance shall, within ten (10) additional working days, be submitted in writing, through the Union with the Grievant's consent to the Superintendent. The written grievances shall set forth the nature of the grievance the facts on which it is based, the provisions of the Agreement allegedly violated, and the relief requested. The Superintendent shall within ten (10) additional working days after receipt of said letter respond to the complaint in writing. If the matter is not resolved at this point, a conciliation meeting will be held with the parties involved as a final attempt to settle the dispute prior to proceeding with the arbitration.

#### **Step 3:**

Any dispute which has not been resolved by the above grievance procedure shall be submitted to arbitration by the aggrieved party, providing it is submitted within ten (10) working days after the conciliation meeting. The aggrieved party shall notify the other party in writing of the matter to be arbitrated and the contract provisions allegedly violated. Within five (5) days each party will select one (1) member to the Arbitration Panel from the community. The third member of the Arbitration Panel will be selected by the two appointed members. If the appointed members fail to agree on a third member

within three (3) working days, they shall immediately request a list of seven (7) qualified names from the Federal Mediation and Conciliation Service. The Union and the Employer shall each strike three (3) names in alternate order, and the remaining shall be the appointed Arbitrator. In cases where an employee is the aggrieved party, authorization to submit the grievance to arbitration must come from the Union. Decisions of the Arbitration Panel or Arbitrator shall be final and binding on both parties. Costs incurred for the Chairman of the Panel, or Arbitrator, shall be borne equally by both parties.

Authority of the Arbitration Panel or Arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement that directly pertain to the issue(s) submitted in writing for arbitration. The Panel or Arbitrator shall consider and decide only the special issue(s) submitted in writing, and shall have no power or authority to add to, subtract from, amend, or modify any of the terms or provisions of this Agreement.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. A time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

Employer grievances shall be filed with the Union representative at Step 2 of the procedure.

## **ARTICLE XVII**

### **Transportation**

The Board agrees to furnish a pickup or similar vehicle for use as a conveyance to deliver orders from central supply to designated schools. Reimbursement for mileage of personal vehicle to conduct school business must be on a log sheet obtained from the administration containing: name, date, destination, purpose, and number of miles. This will be for in-town use only and will be reimbursed at the state and federal rates to a maximum of \$10.00 per month.

## **ARTICLE XVIII**

### **Salary Schedules, Classifications, and Longevity**

School year - Base salary for Custodians is as follows:

2015-16 - \$15.14 per hour

2016-17 - \$15.29 per hour

2017-18 - \$15.37 per hour

### **Boilers License**

In addition to the base salary, custodians who have obtained a boiler's license will

receive the following increase to their base pay:

2016-17 - \$.50

2017-18 - \$1.00

The cost of the boilers license renewal will be paid by the district.

**Weekend Boiler Check**

Custodial staff members with a valid boiler's licenses will be scheduled on a rotating basis to check boilers when temperatures make checks necessary. One custodian will be responsible for checking all boilers within the district and be paid \$30 per day (\$30 for Saturday and \$30 for Sunday). No boiler check payment will be dispersed if custodial staff is already in the building. For example, if a sporting event is occurring on a Saturday, no boiler check payment will be dispersed.

**Longevity**

Each employee covered by this agreement will be credited with one (1) year of service, for longevity purposes after accumulating 2080 hours of work or pay. Longevity is added at the rate of 5/10 of 1 percent of the hourly rate of pay per hour for each year of service. Longevity shall be calculated on the basis of July 1 of year of hire.

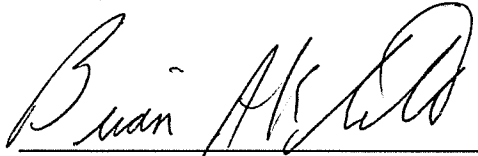
**ARTICLE XIX**

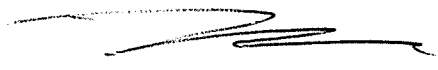
All provisions of this contract are in force until **June 30, 2018**.

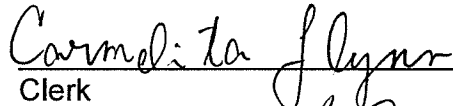
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their respective officers duly authorized to do so this \_\_\_\_\_ day of **August, 2016**.

School District No. 14

Montana Public Employees Association


  
\_\_\_\_\_  
School Board Chairman

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
MPEA Field Representative

  
\_\_\_\_\_  
Superintendent Of Schools

  
\_\_\_\_\_  
MPEA Chapter Representative