
COLLECTIVE BARGAINING AGREEMENT

By and Between

FORT BENTON PUBLIC SCHOOLS

And

FORT BENTON CLASSIFIED EMPLOYEES ASSOCIATION

OFFICE/CLERICAL - CUSTODIAL - MAINTENANCE
FOOD SERVICE - TRANSPORTATION
TEACHER'S AIDES

JULY 1, 2018 THROUGH JUNE 30, 2020

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AGREEMENT

This Agreement is made and entered into and between School District #1, Chouteau County, hereinafter referred to as the "EMPLOYER" and Fort Benton Classified Employees Association, (MEA/MFT) hereinafter referred to as the "UNION".

ARTICLE 1. RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees working for School District #1 in the positions of Office/Clerical, Custodian, Maintenance, Mechanics, Food Service, Transportation, and Teacher's Aides for the purposes set forth in the Collective Bargaining Act. The Head Cook, Head Maintenance/Custodial Supervisor, District Business Manager/Clerk, Superintendent's Secretary, Bus Mechanic/Transportation Supervisor, non-certified coaches, temporary summer custodial workers, activity bus drivers, student worker, and any licensed and/or certified employees are excluded from this bargaining unit.

ARTICLE 2. DEFINITIONS

- A. EMPLOYEE: Bargaining unit member(s) as defined above
- B. UNION: MEA/MFT
- C. UNIT: 7 sub-units within the umbrella union -
Custodial/Maintenance, Secretary Aide/Duty Aide, Secretary, Assistant Cook, Instructional Aide, Mechanic and Bus Route Driver
- D. CLASSIFICATION: Division of each unit which require different qualifications or skills.
- E. ADDENDUMS: For each classification as listed above and attached to this Agreement.
1. Custodial/Maintenance
 2. Secretary Aide/Duty Aide
 3. Secretary
 4. Assistant Cook
 5. Instructional Aide/Cert.
 6. Instructional Aide/Non-Cert.
 7. Mechanic
 8. Bus Route Driver
- F. EMPLOYER: Board of Trustees, School District #1, Chouteau County and/or its agents.

ARTICLE 3. RIGHTS OF THE EMPLOYER

A. Nothing contained herein shall be considered to deny or restrict the Employer of the rights, responsibilities and authority under the Montana School Laws or any other laws or regulations.

B. The management of the District and the direction of its employees are vested exclusively in the Employer. 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 Employer may determine. Management rights shall not be deemed to be excluded from other management rights not herein specifically enumerated. The Employer retains the right and obligation, conferred upon and vested in it by law to establish school policy of operation.

ARTICLE 4. SCOPE OF AGREEMENT

A. The terms hereof shall govern the wages, hours and working conditions of all employees.

B. Additions or deletions of Units from the Bargaining Unit will be mutually agreed upon prior to change.

C. The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employee benefits in effect and may reduce same to the minimums herein prescribed without consent of the Union, provided, however that for a period on ninety (90) calendar days after the execution of this Agreement, Employer agrees to refrain from reducing the hourly wages to above scale employees. This clause shall not be construed to limit, impair, or act as a waiver or estoppel of Union's right to bargain collectively (when requested by the Union in writing) on changes effected by the Employer which may modify the traditional operation of the basic terms and conditions expressly herein set forth.

ARTICLE 5. EMPLOYMENT ISSUES

A. Probationary Period:

New employees in a classification shall be required to serve a probationary period of six (6) months.

B. Temporary employees are that persons filling a vacant position on a temporary basis.

C. Substitutes are temporarily replacing permanent employees (leaves, illnesses, accidents, etc.)

D. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement and dues, providing such assessments can be grouped, the total made payable to one assignee and the amounts are submitted to the union, to the Business Manager, one payroll period prior to the first payroll in which the deduction is to occur.

E. The employer shall hold pay days once each month on the days designated by the Employer.

ARTICLE 6. DISCRIMINATION

A. Union agrees, if requested by Employer, to supply available applicants for employment if such classification of applicants is available.

B. Employer shall have the right to interview potential employees, Union or non-Union, without obligation, shall have entire freedom of selectivity and may reject employees after trial.

C. In the hiring of employees, Employer agrees not to discriminate against Union members. During the course of employment, Employer agrees not to discriminate against Union, or any member thereof, for Union activity. Union agrees not to discriminate against:

- 1.** Employer
- 2.** Employees not performing any of the types of work set forth in this Agreement.
- 3.** Employees performing any type of work set forth herein, but who are not members of Union.
- 4.** Union and its members agree to refrain from discrimination against or interfering with the Employer, its goods, products and services.

ARTICLE 7. SENIORITY - LONGEVITY

A. Seniority and longevity shall be defined as the total length of continuous service in each unit. After the successful completion of probation, seniority and longevity shall accrue from the last date of hire.

B. Seniority and longevity will not be broken by approved leaves of absence.

C. An employee shall lose his/her seniority and longevity for any of the following reasons: termination; layoff in excess of nine (9) months; failure to report for work after notice of recall; failure to report for work at the completion of an approved leave of absence, or voluntary termination.

D. Employees whose seniority dates are the same shall have their seniority rank determined by lot.

E. Seniority and longevity shall be computed from the date the employee began regular uninterrupted service in a unit with the Employer. To be absent from the job due to layoffs will be considered lost time for purposes of seniority and longevity. However, previous service, upon re-employment, shall count toward seniority and longevity.

ARTICLE 8.

LAYOFF-REDUCTION IN FORCE

A. A reduction in force or a layoff as used herein shall mean any suspension from employment arising out of a reduction in the work force within a classification .

B. Layoffs caused by reduction in force shall be in order of seniority, within the classification. The employee last hired, within the classification, shall be the first released. Employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recall to employment, within the classification, shall be likewise in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work by certified mail and furnish the Union a copy of such notifications. If the employee fails to return to work in ten (10) working days, such employee shall be considered as having forfeited all rights to re-employment.

ARTICLE 9.

JOB OPENINGS

A. The Superintendent will advertise job openings for a minimum of three (3) days by posting a notice in the Superintendent's Office to enable current employees to apply for such position(s).

B. Prior to filling any vacancy, a current employee may discuss the job opening with their Supervisor. Seniority of an applicant will be considered by shall not control.

C. The duties and responsibilities may be discussed with the Employer, Union representatives, and the employee affected when deemed necessary.

D. Assignment of all employees shall be determined by the Employer.

E. The Employer will meet with the employee and with the Union, if requested, to discuss an Employer denial of an application to another position.

ARTICLE 10.

HOLIDAYS

A. An employee shall be granted the following Montana school holidays, without loss of pay. If the day is not a regular scheduled work day for the employee, the District will designate a regular work day for each employee which will be substituted for the listed holiday.

- 1.** New Year's Day - January 1
- 2.** Memorial Day - Last Monday in May
- 3.** Independence Day - July 4
- 4.** Labor Day - First Monday in September
- 5.** Thanksgiving Day - Fourth Thursday in November
- 6.** Christmas Day - December 25

B. Employees do not get an extra day's pay for holidays that fall during paid vacation after termination of employment.

C. Any holiday pay shall not be considered work-time for overtime calculations.

D. Part-time, permanent employees shall be paid for holidays at the same hourly rate they are hired to work.

ARTICLE 11. LEAVE

A. Sick Leave:

1. Amount:

One day per month, pro-rated for part-time permanent employees, unlimited accumulation. May be used after the first ninety (90) calendar days of employment. One-fourth (1/4) buy-out at current rate of pay upon satisfactory termination of services with the District. Illness during holidays is considered holiday pay.

2. Use:

Sick leave may be used for personal illness, injury, medical disability, maternity related disability, medical examinations, or quarantines. In addition, sick leave may be used for necessary care of, or attendance to an immediate family member for the above reasons until other attendance including medical care can reasonably be obtained. Up to five (5) days of accumulated sick leave may be used for death or funeral attendance for an immediate family member. Immediate family is defined as Spouse and/or Employee's/Spouse's children, step children, foster children, mother/father, stepmother/stepfather, sister, brother, step sister/brother, grandchildren, grandmother/father.

3. Reporting:

If an employee is unable to work because of the above listed reasons, the employee must notify the immediate supervisor. If the immediate supervisor is not available, the employee must contact the Business Manager or the Superintendent's Secretary.

4. Abuse of Sick Leave:

- a. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.
- b. Chronic, persistent, or patterned use of sick leave may be subject to progressive discipline including termination.

- c. Absences improperly charged to sick leave may, at the Employer's discretion, be charged to leave without pay. Vacation leave may be used at the mutual agreement of the employee and the Employer.
- d. Any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment are subject to the appropriate grievance procedure.
- e. A doctor's verification may be required by the Employer for any paid employee sick leave used in excess of three (3) consecutive working days or in excess of six (6) working days in the last twelve (12) calendar months. A doctor's verification of the employee's required attendance shall be required for sick leave taken for the illness or disability of a family member as described above.

5. Sick Leave Bank

- a. In the event an employee exhausts their accumulated sick leave as a result of a catastrophic accident or illness, other employees may make voluntary, anonymous donations to this person's sick leave. Employees making this donation must keep 120 hours in reserve. A committee consisting of employees and administration shall approve or disapprove the transfer of sick leave.

B. Annual Leave (Vacation):

- 1. Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have regularly scheduled work assignments.
- 2. Each employee who is in continuous employment and service is entitled to, and shall earn, annual vacation leave credits from the first full calendar month of employment. However, employees are not entitled to any leave with full pay until they have worked continuously for a period of six (6) calendar months. Vacation credits shall be earned in accordance with Montana law as per the following schedule:
 - a. Employment of one (1) month through ten (10) years - One and one-quarter (1 1/4) working days for each month of service. (Maximum of 15 days)
 - b. Employment of eleven (11) years through fifteen (15) years - One and one half (1 1/2) working days for each month of service. (Maximum of 18 days)

- c. Employment of sixteen (16) years through twenty (20) years - One and three-quarters ($1 \frac{3}{4}$) working days for each month of service. (Maximum of 21 days)
- d. Employment of more than twenty (20) years - Two (2) working days for each month of service. (Maximum of 24 days)

3. Accumulation of Leave:

Annual 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.

4. It will be the general policy of the Employer that all vacation days earned as of June 30, of each year will be taken during that particular summer. Allowance for

Vacation other than summer months may be worked out and mutually agreed between the employee and the immediate supervisor.

- 5. Vacation leave shall not accrue during a leave of absence without pay which exceeds fifteen (15) calendar days.
- 6. Unused and earned vacation shall be paid to the employee at his regular rate of pay at the time of separation from service.
- 7. In the event of death of an employee, unused and earned vacation time shall be paid to the employee's heirs at the employee's regular rate of pay, providing the form designated by the Employer has been signed and is in the employee's file.
- 8. The dates when employee's vacations shall be granted, shall be in regards to seniority in each unit.
- 9. If a holiday(s) occurs during the period in which vacation is taken by an Employee, the holiday(s) shall not be charged against the employee's annual leave.
- 10. One additional week of vacation without pay may be used to extend regular vacation time, with proper notification and prior approval of employee's immediate supervisor.
- 11. Vacation time may be granted and taken on a split-vacation basis.

C. Other Leaves:

- 1. **Jury Service:** An employee who shall serve as a member of any jury shall be permitted to be absent from duties without loss of pay and without charge against any leave.

Pay received for jury service shall be reported to the Employer immediately after acceptance and the salary of the employee shall be reduced in the amount the employee received for jury service.

2. If any employee elects to charge jury time off against vacation leave, the employee shall not be required to remit the jury fee to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowance paid him by the court.
3. Subpoena: Any employee who shall be summoned by subpoena to appear in a court action as a witness shall be permitted to be absent from duties, as required. By such subpoena with loss of pay or the employee may request vacation leave. If an employee elects charge the time against vacation leave, the employee may keep money received for the service.
4. Military Leave: See Montana Statute
5. Emergency Leave: Emergency leave may be granted in the case of a severe injury or accident to a member of the employee's immediate family or in case of a death in the immediate family. The granting of such leave shall be left to the discretion of the administration. The superintendent has the discretion to grant up to five (5) days emergency leave with pay when all other types of leave have been exhausted.

D. Leave Without Pay:

1. Employees who have been in the service of the Employer for at least six (6) months may request to take leave of absence without pay for good and sufficient reasons, such as extended illness or personal injury to the employee or to the employee's spouse or child. If approved, the employer may require a doctor's certificate or other satisfactory proof of the need for such a leave. Such leave shall be for a period of up to twelve (12) weeks.
2. Each employee would be allowed three (3) personal days (without pay) each school year, if requested, for personal business.

ARTICLE 12. HEALTH, SAFETY AND WELFARE

A. Industrial Accident Insurance:

The Employer shall carry Industrial Accident Insurance on all paid employees. Employers must, within twenty-four (24) hours, report to their Supervisor, in writing, all personal injuries received in the course of employment. The Employer will insure that First Aid Kits are available on Employer's property.

B. Health and Welfare:

The Board of Trustees shall make a monthly contribution toward the monthly health insurance premium of each Employee participating in the District Health Insurance Plan. The amount of the monthly contribution made by the Board of Trustees shall be the monthly amount specified for any contractual year covered by this Collective Bargaining Agreement. If two or more Employees are eligible and elect to participate in one insurance policy, the Board of Trustees shall make the aforementioned contribution for each of those Employees which shall then be combined toward the monthly health insurance premium of those Employees. In any event, the total sum contributed by the Board of Trustees shall not exceed the total cost of the monthly premium.

C. Should a National Health and Welfare Program be adopted, the Employer and Union shall meet as soon as practicable and negotiate substitute provisions for those set forth herein.

D. It is understood that the Employer's only obligation under this section is to pay such premiums as agreed to herein and no claim shall be made against the Employer including filing of a grievance as a result of a denial of an insurance benefit or failure to provide coverage. Upon termination of employment, all Employer participation and contributions cease.

E. Required Safety Equipment:

Required safety equipment shall be determined by the Employer. Failure to utilize safety equipment as directed is just cause for termination.

ARTICLE 13. WORKING CONDITIONS - OVERTIME

A. Work Day - Work Week:

1. The regular work period will be the number of hours established for each particular employee.
2. All hours and work days will be scheduled by the Employer and the work day and the work week will normally be consecutive.
3. A regular work week will consist of up to forty 40 hours each work week.
4. Overtime will be paid at the rate of time and one-half (1 *Yi*) the regular rate of pay for the work completed in excess of forty (40) hours per work week.
5. **Split Shift:** In the event that during the year a specialized work day/work week is needed other than the regular work schedule such work day/work week shall be bid by employee in the same classification noting the hours to be worked each day the days to be worked each week as long as the regular hours of work per week for that position are not reduced because of the specialized work day/work week. The bid notice will include the period of time such shift is needed to accomplish the duties necessary to complete the work.
6. No overtime shall be worked, except in cases of emergency, without the direction and pre-approval of the Business Manager or Superintendent.

7. Overtime shall be paid in one-quarter (1/4) hour increments when at least one-half (1/2) of this overtime has actually been worked.
8. Assigned overtime work will be distributed as equally as reasonable to employees within a classification.
9. Nothing in this section will be construed as encouraging overtime.
10. Each "Call Back" will be for a minimum of one (1) hour of work.

B. Deduction Slips:

Payroll deduction slips will be provided with each payroll warrant.

C. Equal Pay for Equal Work:

There will be equal pay for equal work in each classification of employment.

D. If an employee suffers a reduction of hours in the employees work week, such employee shall be able to exercise seniority in their classification to move to a position that has the most hours under their classification.

E. Mileage allowance will be established by Board Policy for the entire School District.

F. Drivers - the actual driving time for each route will be established by the Employer.

G. All employees shall be granted a fifteen (15) minute break midway during the first four (4) hours of the shift, and another fifteen (15) minute break midway during the second four (4) hours of the shift.

H. Meal period shall be no less than thirty (30) minutes or more than sixty (60) minutes.

I. Separations:

Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

J. Visits by Union Representatives:

The Employer agrees that accredited representatives of the MEA/MFT shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business so long as the duty function of the employee(s) is not impaired.

ARTICLE 14.

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definitions:

1. Grievance: A grievance is a written and signed complaint by an employee alleging a violation of one or more provisions of this Agreement.
2. An aggrieved person is an employee asserting a grievance.
3. Days: Calendar days, except as otherwise indicated.

B. Individual Rights:

Nothing herein contained shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the Board or its agents when and where such discussions do not interfere with the employee's work or the work of other employees.

C. Procedure:

STEP 1 - Informal

A grievant shall first discuss the problem with the immediate Supervisor with the object of resolving the matter informally.

STEP 2 - Immediate Supervisor

The grievant shall, within fourteen (14) days of the occurrence or knowledge of the act or condition which is the basis of the grievance, present the grievance, in writing, to the grievant's Supervisor.

The grievance shall be written and shall include:

1. A statement of the grievance,
2. Identification of the sections or provisions of the Agreement that are alleged to have been violated,
3. A clear and concise statement of the known facts, and the requested remedy.

The immediate Supervisor will arrange for a meeting with the grievance to take place no later than seven (7) days after receipt of the grievance. The Supervisor shall provide the grievant with a written answer to the grievance no later than seven (7) days after the meeting.

STEP 3 - Superintendent

If the grievant is not satisfied with the response to the grievance at STEP 2, or if no decision has been rendered within seven (7) days after presentation of the grievance to the grievant's Supervisor, than the Superintendent or the Superintendent's designee. The Superintendent shall arrange for a meeting with the grievant to take place no later than seven (7) days after receipt of the appeal. Upon conclusion of the meeting, the Superintendent will have seven (7) days to provide the grievant with a written decision.

STEP 4 - Board of Trustees

1. If the grievant is not satisfied with the response to the grievance at STEP 3, or if no decision has been rendered within seven (7) days after the meeting with the Superintendent or the Superintendent's designee, then the grievance may, within seven (7) days, be referred to the Board of Trustees. The Chairperson of the Board shall arrange for a hearing with the grievant to take place within thirty-five (35) days. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Union with a written decision.
2. When a grievance is filed with the Board of Trustees in compliance with paragraph a, the Board and the Union may mutually agree to proceed to STEP 5 without a Board hearing.

STEP 5 - Mediation

The Union has fourteen (14) days from receipt of the written response of the Board of Trustees, when a Board hearing is held, to submit the grievance to the Board of Personnel Appeals for mediation. The Mediator and both parties shall not produce any records or testimony nor make any statement with regard to any Mediation conducted in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.

STEP 6 - Binding Arbitration

If the Mediator determines that a mediated resolution is improbable, the Union has seven (7) days to inform the Employer of its decision to proceed to arbitration. The Union shall request the Board of Personnel Appeals provide the parties with a list of five (5) arbitrators.

The Arbitrator shall be selected from the list provided in the following manner:

1. The Union shall strike one name;
2. The Employer shall strike one name;
3. The Union shall strike a second name;
4. The Employer shall strike a second name; and

5. The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.

D. Arbitration Hearing:

The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing. The Arbitrator shall not consider any evidence that was not submitted to the other party at least thirty (30) days prior to the Arbitration Hearing.

E. Arbitrator's Authority:

The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Agreement. The Arbitrator shall not imply into this agreement provisions which are not in the express written terms of this Agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Agreement.

F. Arbitrator's Decision:

Within thirty (30) days following the closing of the hearing the Arbitrator shall render an opinion and award. The Arbitrator shall not provide or order any action or relief extending retroactively beyond fourteen (14) days prior to the date of the original grievance, excluding wage/benefit grievances.

G. Arbitration Costs:

The expenses, wages, and other compensation of any witnesses called before the Arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the Arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fees, expenses, and other costs related to the arbitration of any grievance shall be shared equally by the parties.

H. Election of Remedy:

The Union instituting any actions, proceedings or complaints in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the employee and/or the Union shall waive all rights to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

I. Cooperation:

The Employer and the Union will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Union may solicit grievances, but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of School District employees.

J. Time Lines:

Should the grievant or the Union fail to timely file or advance a grievance, the grievance shall become void and forever waived. Should the Employer, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance and the grievance may be timely advanced to the next step of this procedure. Time lines may be waived in writing by the mutual agreement of the Employer and the Union.

K. No Reprisals:

No reprisals of any kind will be taken by the Employer; the school administration, the Union or any employee against any person because of participation in this grievance procedure.

L. Personnel Files:

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 15. NO STRIKE - NO LOCKOUT

A. It is agreed that there will be no strike, lockouts, picketing, sit-downs, stay-ins, slow-downs, walk-outs, curtailment of work or stoppage of operations of any kind by the employee during the entirety of this Agreement.

ARTICLE 16. COMPENSATION

A. Salaries and Wages:

Salary increases for 2018-2019 – 2.5%

Salary increases for 2019-2020 – 2.5%

2. Conditions relative to and governing wages or salaries and extra ordinary pay rates are contained in Addendum A to this Agreement which is attached and by this reference made a part hereof as though fully set forth herein .

ARTICLE 17.

SAVINGS CLAUSE

A. Should any article, section or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 18. TERM, AMENDMENTS, AND MODIFICATION OF BASIC AGREEMENT

A. If either party to this Agreement wishes to change or modify this Agreement, the party must present the other party with a written description of items they desire changed or modified on or before the last day of April of each calendar year.

B. After notice is given, both parties agree to meet on or before the fifteenth (15) of May and discuss items proposed to be changed or modifies. A second meeting shall be scheduled at the first meeting.

C. The Union recognizes that the Employer's ability to fund the economic benefits contained in the Agreement is dependent upon such contingencies as passage of special mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the Employer to fund economic and other benefits contained in this Agreement, the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact.

D. This Agreement shall be effective as of the 1st day of July, 2018 and shall remain in full force and effect until the 30th day of June, 2020, with the following provisions:

1. Either party may open this Agreement for negotiations on hourly wages and health and welfare only by serving written notice on the opposite party on Or before the fifteenth (15) of May in the year 2018, for the 2018-2019 Contract year.
2. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, on or before the last day of April, prior to the anniversary date that it desires to modify the Agreement.

E. It is recognized that certain hours and other conditions of employment may, by past practice, not conform to the express language of this Agreement. These practices may continue during the term of this Agreement or may be changed by the Board to conform or more nearly conform to the express language of this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective and duly authorized offices and representatives, have hereto set forth their hands and seals this May 14, 2018.

EMPLOYER

UNION

**SCHOOL DISTRICT # 1
Fort Benton, Montana**

**FORT BENTON CLASSIFIED
EMPLOYEES ASSOCIATION**

BY _____
Chairman, Board of Trustees

BY _____
President

ATTEST:

By _____
District Clerk

BY _____
Secretary

FORT BENTON PUBLIC SCHOOLS

SCHOOL BOARD OFFER

1. ARTICLE 11. LEAVE
 - A. Sick Leave
 5. Sick Leave Bank

a. In the event an employee exhausts their accumulated sick leave as a result of a catastrophic accident or illness, other employees may make voluntary, anonymous donations to this person's sick leave. Employees making this donation must keep 120 hours in reserve. A committee consisting of employees and administration shall approve or disapprove the transfer of sick leave.

2. ARTICLE 12. HEALTH, SAFETY & WELFARE
 - B. Health and Welfare

Effective July 1, 2018 - June 30, 2020, \$675.00 per month for each full-time employee towards insurance coverage.

3. ARTICLE 18. TERM, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

July 1, 2018 through June 30, 2020

4. ADDENDUM "A"
 - Wages - 2018-2019 2.5% increase for all employees
 - Wages - 2019-2020 2.5% increase for all employees

Bus Route Drivers

July 1, 2018	.64/Mile for all route drivers
July 1, 2019	.66/Mile for all route drivers

ADDENDUM "A"

WAGES

Beginning Wage	Effective 7-1-18	Effective 7-1-19
Custodian/Maintenance	\$12.24/Hr	\$12.54/Hr
Secretary/Aide/Duty Aide	\$10.75/Hr	\$11.02/Hr
Secretary	\$12.76/Hr	\$13.08/Hr
Assistant Cook	\$10.51/Hr	\$10.77/Hr
Instructional Aide/Cert.	\$12.19	\$12.49/Hr
Instructional Aide/Non-Cert .	\$11.58/Hr	\$11.87/Hr
Instructional Aide/Certification Required for NCBL by OPI	\$12.25/Hr	\$12.55/Hr

LONGEVITY

Longevity Pay Over Five Years:

Employees who qualifies for longevity pay shall receive fifteen cents (\$.15) per hour added to their hourly pay scale. Bus Route Drivers shall not be entitled to longevity pay.

Note: Longevity pay shall start on the first day of the next pay period following the date this employee qualifies for said increase. The pay shall be retroactive to the date the employee qualified for the applicable increase.