

COLLECTIVE BARGAINING CONTRACT

This Contract is made and entered into this 14 day of June 2016 by and between the LIVINGSTON CLASSIFIED EMPLOYEES ASSOCIATION unit of the MEA-MFT, hereinafter referred to as the "ASSOCIATION" and SCHOOL DISTRICT #4 AND #1 (Livingston), PARK COUNTY, hereinafter referred to as the "EMPLOYER".

This contract applies to the following bargaining unit of employees of the Employer:

Administrative Assistant Employees, Custodian Employees, Food Service/Cafeteria Employees, Specialized Employees, Crossing Guard/Non-Instructional Aide/Bus Aide Employees, Para-Educator Employees, School Support Staff

Temporary and Substitute Custodian employees, Administrative Assistant employees, Food Service/Cafeteria employees, Specialized employees, Crossing Guard/Non-Instructional Aide/Bus Aide Employees, Para-Educator Employees and School Support Staff working ninety or more consecutive days in one position for a returning employee.

Temporary and Substitute Custodian Employees, Administrative Assistant Employees, Food Service/Cafeteria Employees, Specialized Employees, Crossing Guard/Non-Instructional Aide/Bus Aide Employees, Para-Educator Employees, School Support Staff working thirty or more consecutive days in a vacated position.

The parties hereto agree to be bound by the covenants set forth on this page and in the following attachments:

- Exhibit A, 4 pages, General Provisions
- Exhibit B, 11 pages, Employees Benefits
- Exhibit C, 2 pages, Grievance Procedure
- Exhibit D, 1 page, Criteria for High Needs Student Designation

The duration of this Agreement shall be two (2) years from, July 1st 2016 to June 30, 2018 provided, that it shall be renewed automatically on any termination date, for another one (1) year, in the form in which it has been written and amended or supplemented during its life, unless one party gives written notice to the other party by November 1 or its intention to terminate, amend, or modify the Agreement. Proposals will be mutually exchanged by December 15. It is intended by the parties that a renewed Agreement shall have the same effect as an original Agreement between the parties.

IN WITNESS WHEREOF, the parties hereby affix their signatures as of the date first above written.

ASSOCIATION:

EMPLOYER:

EXHIBIT A

The parties agree as follows:

GENERAL PROVISIONS

ARTICLE 1 - EFFECTIVE LAWS AND RULES

Section 1- This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 2- The provisions of this contract are intended to state minimum standards of employee rights and benefits, and the Employer is not hereby prohibited from extending additional benefits to its employees when in its judgment such benefits are justified.

ARTICLE II - SEVERABILITY

Section 1- In the event that any provisions of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE III - MANAGEMENT PREROGATIVES

Section 1- The Employer retains all rights to manage, direct and control its business in all particulars, except as such rights are expressly and specifically modified or waived by the terms of this Agreement or any subsequent Agreement.

ARTICLE IV - NON-DISCRIMINATION

No member of the Association shall be discharged or discriminated against for upholding Association principles, and any member working under the instruction of the Association, or who serves on an Association committee, shall not lose his position or be discriminated against for that reason.

ARTICLE V - REPRESENTATION

Section 1- The Association is recognized and shall serve as the exclusive representative of all employees in the bargaining unit heretofore described except those employees properly excluded from the unit in accordance with the rules of the Board of Personnel Appeals or by agreement of the parties.

Section 2- The Employer shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit, and shall not furnish any facilities or engage in any type of conduct which would imply recognition of any group other than the Association as a representative of employees in the unit, unless specifically authorized to do so by the Association.

Section 3- Reference to the "Association" as representative of the employees means the state organization of the MEA-MFT, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter, or district organization of the Association in matters covered by this contract, unless such persons are specifically designated by the Association as authorized representatives for such persons.

ARTICLE VI - ASSOCIATION PRIVILEGES AND LIMITATIONS

Section 1- The unit, with prior approval, shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meetings would not conflict with the business of the Employer.

Section 2- Authorized representatives of the Association will be allowed to visit the work areas of employees during working hours and confer on employment relations matters to the extent that such visitations do not unduly disrupt the work activities of the department, and with prior approval of the Superintendent.

Section 3- The Association shall be provided payroll deduction for its dues in accordance with existing state laws.

ARTICLE VII - ASSOCIATION SECURITY

Section 1- All employees covered by the terms of this Agreement shall, within thirty (30) days of the signing of this Agreement, pay dues or an amount equal to the dues of the Association. New employees hired after the signing of this Agreement shall, as a term and condition of employment, pay dues or an equal amount of the dues to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice by the Association.

Section 2- The Employer, within thirty (30) days of the signing of this Agreement, shall present the Association with a list of the names and addresses of all current employees covered by the terms of this Agreement, and shall update such list each month for all new hires.

Section 3- The Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer, including attorney's fees and cost of defense thereof and any damages which may be awarded as a result of the suit, on account of any check off of Association dues.

ARTICLE VIII - NOTIFICATIONS

Section 1- It is the intention of the parties that both the Association and the Employer be kept fully informed about each other's activities on matters having a substantial effect upon the employment relations of the employees in the bargaining unit. To accomplish this objective, and in addition to any other notices required in this contract, the parties agree:

- A. That the Association will be given an advance notice and an opportunity to comment on any layoff, including a list of the employees affected in any

department or division reorganization which will affect existing employment relationships.

- B. That each will give the other advance notice and an opportunity to comment on any proposal which it makes regarding personnel policies of the District.
- C. The Employer will provide the Association with a copy of any letter of dismissal, transfer, demotion, reduction in pay, or suspension for disciplinary reasons given to any employee in the unit, at the time or as soon as possible after it is given to the employee.

Section 2- Every letter of transfer, suspension, demotion, reduction in pay, or dismissal for disciplinary reasons given to an employee in the unit shall contain notice to the employee that he may be represented by MEA-MFT in an appeal from the disciplinary action.

ARTICLE IX - EMPLOYER PERSONNEL RULES AND PRACTICES

Section 1- This Agreement constitutes the full and complete Agreement between the parties. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of the Agreement. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

Section 2 - The Employer shall furnish the Association and the employees an up-to-date written statement of its rules, regulations, policies on employment relations matters, or any specific rules or policy.

Section 3- Information on policies, procedures and personnel actions affecting employees in the unit shall be furnished to the Association without the requirement of an individual employee filing a grievance on the matter.

Section 4- The Employer shall not publish expansions on interpretations of personnel rules and regulations having an affect upon employment relations in the unit, without agreement by the Association on the particular expansion or interpretations.

Section 5- The Employer will not arbitrarily break a temporary or substitute employee's service to prevent such employee from working ninety (90) or more consecutive days in any one position for a returning employee or from working thirty (30) or more consecutive working days in a vacated position.

ARTICLE X - NEGOTIATIONS DURING THE TERM OF THE CONTRACT

Section 1- Negotiations will be opened after the December 15 exchange of proposals for the purpose of amending, modifying or supplementing the provisions of this contract. Matters to be negotiated will be only those of which a party has given the other party written notice by December 15, describing in detail the matter(s) which it wishes to have negotiated. Notice may be waived by mutual agreement.

Section 2- Negotiations will be opened at any time that a change in law or personnel division rules or official act by persons or bodies other than the parties hereto nullifies any of the terms of this contract or requires a substantial change in the rules or employment relations practices of the Employer. Negotiations at this time will be confined to the particular matter affected.

ARTICLE XI - ADMINISTRATION OF THE CONTRACT

Section 1- The Employer agrees to provide copies of this Agreement and any supplement or amendment hereto to each of its managerial and supervisory employees, and to conduct such educational programs among them as are necessary for them to fully understand its provisions. The Association agrees to assist in such programs if requested by the Employer. The failure of a subordinate to have been advised or to understand its provisions shall not be an excuse for nonperformance of the contract provisions by the Employer.

Section 2 - Except as provided in Article XII (Arbitration), the parties retain all remedies provided to them by laws, including but not limited to complaints to the Board of Personnel Appeals or resort to the courts. However, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as may be provided by the appropriate department.

Section 3- Any personnel action taken by the Employer which it is thereafter agreed by him or found by an arbitrator, the School Board, the Board of Personnel Appeals or a court, to have been improper or contrary to a provision contained in this Agreement shall be promptly corrected, and an employee deprived of rights by such action shall be furnished retroactive relief to the extent possible under law.

ARTICLE XII - ARBITRATION OF CONTRACT MATTERS

Mediation procedures are covered in MCA 39-31-310.

ARTICLE XIII - DEFINITIONS

When referring to time limitations in this contract, unless otherwise specifically stated, the word "days" means calendar days.

ARTICLE XIV - CHANGES IN EXCLUDED LIST

Section 1- If a change in the agency's list of positions excluded from the bargaining unit appears to be required, either the Employer or the Association shall give notice to the other of the proposed change. If the parties can agree to the change, they shall jointly notify the Board of Personnel Appeals. If the parties cannot agree, the proposal shall be submitted to the Board of Personnel Appeals.

Subsection A. The Superintendent's Secretary, the Accounting Clerk/Specialist, the Accounting Clerk/Accounts Payable and the Payroll Clerk are excluded from the Association bargaining unit.

EXHIBIT B

ARTICLE XV-EMPLOYEE BENEFITS

Section 1- Pay. Employees shall be provided all of the rights and benefits to which they are entitled by law or by personnel policy including but not limited to such matters as compensation, holidays, leaves and fringe benefits. Hourly wage rates are increased by 2% for the 2014-2015 school year and 2% for the 2015-2016 school year. Salaries are retroactive to July 1, 2014. The following provisions shall apply to all members of the unit:

A. CUSTODIAN SALARY SCHEDULE

Custodians Salary Schedule 2016-2017				
Step	Bargaining Unit Experience	All beginning Custodians and other Custodians not holding a valid Boiler License.	All Custodians who have successfully completed nine (9) months probationary period and who holds a valid Boiler License.	All Head Custodians, the Washington Head Custodian and the Maintenance Worker who holds a valid Boiler License
	Experience	Custodian I	Custodian II	Custodian III
1	0-5 years	13.86	15.82	16.25
2	over 5 years	14.18	16.55	17.76
3	over 10 years	14.49	17.73	18.99
4	over 15 years	14.81	18.11	19.44
5	over 21 years	15.13	18.29	19.64
Effective July 1, 2001 all steps shall be for experience in the bargaining unit. However, all employees who have been credited with experience outside of the bargaining unit as of June 30, 2001 shall be considered "grandfathered" and shall retain such experience for step placement.				
Custodians Salary Schedule 2017-2018				
Step	Bargaining Unit Experience	All beginning Custodians and other Custodians not holding a valid Boiler License.	All Custodians who have successfully completed nine (9) months probationary period and who holds a valid Boiler License.	All Head Custodians and the Maintenance Worker who holds a valid Boiler License
	Experience	Custodian I	Custodian II	Custodian III
1	0-5 years	14.14	16.14	16.58
2	over 5 years	14.46	16.88	18.12
3	over 10 years	14.78	18.08	19.37
4	over 15 years	15.11	18.47	19.83
5	over 21 years	15.43	18.66	20.03
Effective July 1, 2001 all steps shall be for experience in the bargaining unit. However, all employees who have been credited with experience outside of the bargaining unit as of June 30, 2001 shall be considered "grandfathered" and shall retain such experience for step placement.				

B. ADMINISTRATIVE ASSISTANT SALARY SCHEDULE

Administrative Assistant Salary Schedule 2016-2017			
Step	Experience	Administrative Assistant I (Elem, MS, HS)	Administrative Assistant II (Registrar, Curriculum)
1	Less than one year	14.27	14.96
2	1-4 years	14.96	15.65
3	over 4 years	15.69	16.42
4	over 10 years	16.74	17.42
5	over 15 years	17.09	17.79
6	over 21 years	17.27	17.95
Administrative Assistant Salary Schedule 2017-2018			
Step	Experience	Administrative Assistant I (Elem, MS, HS)	Administrative Assistant II (Registrar, Curriculum)
1	Less than one year	14.56	15.26
2	1-4 years	15.26	15.96
3	over 4 years	16.00	16.75
4	over 10 years	17.07	17.77
5	over 15 years	17.43	18.15
6	over 21 years	17.62	18.31

C. FOOD SERVICE/CAFETERIA EMPLOYEES SALARY SCHEDULE

Food Service/Cafeteria Employees Salary Schedule 2016-2017				
		<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>
Step	Experience	Dishwashers, Servers, Cashiers	Bakers, Cooks	Lead Cooks
1	Less than 1 year	11.11	11.33	12.18
2	1 to 5 years	11.81	12.04	12.88
3	Over 5 years	12.59	12.82	13.67
4	Over 10 Years	13.40	13.65	14.49
5	Over 15 Years	14.05	14.31	15.17
6	Over 21 Years	14.20	14.46	15.31

Food Service/Cafeteria Employees Salary Schedule 2017-2018				
		<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>
Step	Experience	Dishwashers, Servers, Cashiers	Bakers, Cooks	Lead Cooks
1	Less than 1 year	11.33	11.56	12.42
2	1 to 5 years	12.05	12.28	13.14
3	Over 5 years	12.84	13.08	13.94
4	Over 10 Years	13.67	13.92	14.78
5	Over 15 Years	14.33	14.60	15.47
6	Over 21 Years	14.48	14.75	15.62

D. SPECIALIZED EMPLOYEES SALARY SCHEDULE

Specialized Employees Salary Schedule 2016-2017				
		<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>
Step	Experience	Non-Certified Deaf Interpreters, Home Tutor Speech Aides, Home Tutors	Certified Deaf Interpreters	Super Para-Educators
1	Less than 1 year	13.94	20.58	20.24
2	1 to 5 years	14.48	21.53	20.24
3	Over 5 years	15.90	23.70	20.24
4	Over 10 Years	17.02	25.36	20.24
5	Over 15 Years	17.41	25.90	20.24
6	Over 21 Years	17.60	26.17	20.24

Specialized Employees Salary Schedule 2017-2018				
		<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>
Step	Experience	Non-Certified Deaf Interpreters, Home Tutor Speech Aides, Home Tutors	Certified Deaf Interpreters	Super Para-Educators
1	Less than 1 year	14.22	20.99	20.64
2	1 to 5 years	14.77	21.96	20.64
3	Over 5 years	16.22	24.17	20.64
4	Over 10 Years	17.36	25.87	20.64
5	Over 15 Years	17.76	26.42	20.64
6	Over 21 Years	17.95	26.69	20.64

E. PARA-EDUCATOR SALARY SCHEDULE

Para-Educator Salary Schedule 2016-2017					
		<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>	
Step	Experience	Instructional Paras, Media Aides	Media Aides without Supervision of an "in- building" Library/Media Aide	Special Education Paras	
				Low Needs	High Needs
1	Less than 1 year	11.00	11.92	11.00	13.94
2	1 to 5 years	11.70	12.35	11.70	14.48
3	Over 5 years	12.47	13.69	12.47	15.90
4	Over 10 Years	13.29	14.64	13.29	17.02
5	Over 15 Years	13.94	15.00	13.94	17.41
6	Over 21 Years	14.09	15.17	14.09	17.60

Para-Educator Salary Schedule 2017-2018					
		<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>	
Step	Experience	Instructional Paras, Media Aides	Media Aides without Supervision of an "in- building" Library/Media Aide	Special Education Paras	
				Low Needs	High Needs
1	Less than 1 year	11.22	12.16	11.22	14.22
2	1 to 5 years	11.93	12.60	11.93	14.77
3	Over 5 years	12.72	13.96	12.72	16.22
4	Over 10 Years	13.56	14.93	13.56	17.36
5	Over 15 Years	14.22	15.30	14.22	17.76
6	Over 21 Years	14.37	15.47	14.37	17.95

F. SCHOOL SUPPORT STAFF SALARY SCHEDULE

School Support Staff Salary Schedule 2016-2017		
Step	Experience	<u>Employee Group I</u>
1	Less than 1 year	13.75
2	1 to 5 years	14.44
3	Over 5 years	15.17
4	Over 10 Years	15.92
5	Over 15 Years	16.73
6	Over 21 Years	16.88

School Support Staff Salary Schedule 2017-2018		
Step	Experience	<u>Employee Group I</u>
1	Less than 1 year	14.03
2	1 to 5 years	14.73
3	Over 5 years	15.47
4	Over 10 Years	16.24
5	Over 15 Years	17.06
6	Over 21 Years	17.22

G. CROSSING GUARD/NON-INSTRUCTIONAL AIDE/BUS AIDE SALARY SCHEDULE

Crossing Guard/Non-Instructional Aide/Bus Aide Salary Schedule 2016-2017					
Step	Experience	<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>	
		Crossing Guards	Non-Instructional Aides (playground, lunch, secretarial, etc.)	Bus Aides	
				Low Needs	High Needs
1	Less than 1 year	15.84	11.00	11.00	13.94
2	1 to 5 years	15.84	11.70	11.70	14.48
3	Over 5 years	15.84	12.47	12.47	15.90
4	Over 10 Years	15.84	13.29	13.29	17.02
5	Over 15 Years	15.84	13.94	13.94	17.41
6	Over 21 Years	15.84	14.09	14.09	17.60

Crossing Guard/Non-Instructional Aide/Bus Aide Salary Schedule 2017-2018					
Step	Experience	<u>Employee Group I</u>	<u>Employee Group II</u>	<u>Employee Group III</u>	
		Crossing Guards	Non-Instructional Aides (playground, lunch, secretarial, etc.)	Bus Aides	
				Low Needs	High Needs
1	Less than 1 year	16.16	11.22	11.22	14.22
2	1 to 5 years	16.16	11.93	11.93	14.77
3	Over 5 years	16.16	12.72	12.72	16.22
4	Over 10 Years	16.16	13.56	13.56	17.36
5	Over 15 Years	16.16	14.22	14.22	17.76
6	Over 21 Years	16.16	14.37	14.37	17.95

H. OTHER APPLICABLE CONDITIONS

1. Promotion to a higher classification carries a six month probationary period.
2. The district may at its discretion may grant credit of up to five years for placement on the salary schedule for years of previous relevant work experience.
3. Failure to perform in a satisfactory manner shall be grounds for termination of employment, or reduction to the next lower grade, at the discretion of the district.
4. All new employees will serve a nine (9) Month probationary period.
5. After Completion of their 21st year of service, each employee shall receive a one-time 1% longevity increase to their salary effective July 1st, 2013.
6. Employees required to work a Sunday due to graduation or other event that proceeds a holiday shall receive over time pay, even if a physical 40 hours was not worked due to the holiday.
7. High Needs Para-Educators shall be identified as High Needs Para- Educators during the hours spent in a primary assignment with students who have been identified as High Needs Students by the district. The criteria used to determine a high needs student is outlined on the High Needs Student Identification Form. This identification may be appealed to a committee of one Special Education Park County Coop, member, one district office administrator, one school administrator, one Special Education teacher and two members appointed by the LCEA At the beginning of each school year the core group shall resume high needs positions as student needs dictate.

In the event more than seven High Needs Para-Educators are needed, the positions shall first be filled as described above. If there is still a need, the District shall open the position both internally and externally and the Low Needs Para-Educators shall be given the first opportunity to be considered. In the event there are no Low Needs Para-Educators interested or chosen, the position will be given to an outside candidate.

8. Those employees required to travel from site to site due to work assignment, will be reimburse based on the state reimbursement rate for those miles traveled between work sites. Mileage reimbursement forms must be signed and turned in to the district office for that reimbursement to be made.
9. The LCEA would be represented at the table when health care providers are selected as a non-voting entity. With this presence they would have voice in the discussion portion of the selection, ask questions, and voice preferences.
10. The Head Custodian position at Washington School shall have duties/responsibilities that may involve front office support, lunchroom assistance, student monitoring, and general school safety and operations.

Section 2- Overtime. The Employer shall not employ any of his employees for a work week longer than forty (40) hours or a work day longer than eight (8) hours unless such employee receives compensation for his employment in excess of forty (40) hours in a work week at one and one-half (1-1/2) times the hourly rate at which he is employed. For

overtime purposes, the work week shall be defined as working time exclusive of vacation, holiday, sick leave, or other leaves of absences. An employee, employed at a bona fide executive, administrative or professional capacity as these terms are defined and delimited by regulations of the Commissioner of Labor but whose position is included within this unit, shall receive compensatory time at a rate of one and one-half (1-1/2) hours for each hour worked. Employees shall be given as much notice as is practicable of overtime to be worked. An employee may be required to work overtime in an emergency involving the public health and safety. Overtime work shall first be offered to permanent employees. In the event permanent employees are unavailable, the overtime work shall be offered to substitutes. Overtime shall be distributed equally among qualified employees customarily performing the kind of work required. The Employer shall maintain a record of all overtime worked, and shall make the record available to any employee.

Section 3- Seniority

Subsection A. As used in this Article XV, the term "District" shall mean combined School Districts No. 4 and No. 1, Park County, Montana, and shall not be used to refer to each of those Districts separately or independently.

Subsection B. Seniority shall mean a permanent employee's continuous length of service with the District since his/her last date of hire. An employee serving his/her initial nine (9) month probationary period shall not be allowed to use his/her accumulated seniority until such employee finishes his or her probationary period.

Subsection C. Length of continuous service seniority shall not be broken if an employee is absent from the job due to a leave of absence without pay that does not exceed fifteen (15) calendar days. In addition, length of continuous service seniority shall not be broken due to active military leave. If an employee is absent from the job due to a leave of absence without pay that exceeds fifteen (15) calendar days, all days of such leave, including non-working days, in excess of fifteen (15) calendar days shall be considered lost time for the purposes of computing seniority. The School District shall keep track of any such days of lost time for the computation of seniority. However, previous service upon re-employment shall count toward seniority provided that continuous service and seniority has not been broken as outlined in Subsection D.

Subsection D. Length of continuous service and seniority shall be broken under the following conditions:

- i) Voluntary termination or retirement;
- ii) Discharge for cause;
- iii) Lay-off in excess of twelve (12) months;
- iv) An employee not returning to work within fourteen (14) calendar days after notification of return to work;
- v) Leave without pay in excess of one (1) calendar year.

For the purpose of Subsection D of this Article, notification by the District to an employee to return to work shall be considered as having been accomplished when the District mails a certified letter to the employee at his/her last known address, as contained in his or her personnel file.

Subsection E. The District shall recognize seniority and qualifications in awarding promotions to employees when filling newly created or vacated permanent positions not filled by a transfer. Where qualifications are equal, seniority shall prevail. It is the intention of the parties to this Agreement that the District shall grant preference to existing employees.

- i) Posting of positions. All job openings for permanent positions will be posted continuously for ten (10) days at the district administration office. The District will provide copies of the posting notice to a designated LCEA representative for this purpose. The LCEA shall annually give the District Superintendent a written statement identifying the designated LCEA representative. Until such written statement is received, the provisions of Subsection E (i) shall not be in effect.
- ii) Reverse seniority within each administrative assistant job position or each custodial classification in the same building, as designated in Subsection F below, will be the criteria for involuntary assignment of an employee to night duty.

Subsection F. There will be job categories and groups as set forth below. The District shall from time to time, in its discretion, increase or decrease the number of employees within each classification or category listed below.

<u>Custodial Employees Category:</u>	<u>Administrative Assistant Employees Category:</u>
Custodian I (All beginning Custodians and other Custodians not holding a valid Boiler License.)	Administrative Assistant I (Elementary, Middle School, High School)
Custodian II (All Custodians who have successfully completed nine (9) months probationary period and who holds a valid Boiler License.)	Administrative Assistant II (Registrar, Curriculum)
Custodian III (All Head Custodians and Maintenance Worker who holds a valid Boiler License.)	

<u>Food Service/Cafeteria Employees Category:</u>		
<u>Employee Group I: Dishwashers, Servers, Cashiers</u>	<u>Employee Group II: Bakers, Cooks</u>	<u>Employee Group III: Lead Cook</u>

<u>Specialized Employees Category:</u>	
<u>Employee Group I: Noncertified Deaf Interpreters, Home Tutor Speech aides, Home Tutor,</u>	<u>Employee Group II: Certified Deaf Interpreters,</u>
<u>Employee Group III: Super Para-Educator</u>	

<u>Para-Educator Employee Category:</u>	
<u>Employee Group I: Instructional Para-Educators, Media Aides</u>	<u>Employee Group II: Media Aides Without Supervision of an “In-Building” Library/Media Aide</u>
<u>Employee Group III: Special Education Para-Educators</u>	

<u>School Support Staff Employee Category:</u>	<u>Employee Group I: School Support Staff</u>
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<u>Crossing Guard/Non-Instructional Aide/Bus Aide Employee Category:</u>	
<u>Employee Group I: Crossing Guards</u>	<u>Employee Group II: Non-Instructional Aides (Playground aides, Lunch Aides, Secretarial aides etc..)</u>
<u>Employee Group III: Bus Aides</u>	

Subsection G. Should the Board decide to reduce the number of jobs in any LCEA employee categories the Board shall determine which jobs shall be eliminated, and the employee or employees with the least seniority in the employee category in which jobs have been eliminated will be laid off first. If, as a result of the reduction, positions have been vacated by the least senior employees who have been laid-off, those positions shall be filled by those remaining employees whose job positions have been reduced. No employee shall be assigned to any position which results in a promotion or an increase in pay.

Any employee reassigned to another job position because of a lay-off shall receive the hourly wage rate of the job position to which he or she is reassigned.

Subsection H. Employees shall be recalled from lay off in order of seniority within the classification and job categories in the same manner as which they were laid off. That is, within the custodial employee category, the last custodial employee released in any job position in the custodial employees category as a result of layoff shall be the first recalled and shall be assigned to any open position in such category as long as the employee does not receive a promotion or increase in pay from the job position to which the employee was previously assigned. Within the administrative assistant employees category, the last administrative assistant employee released in a classification as a result of a reduction in force shall be the first recalled to an open position in that classification.

Within all other job categories, the last employee released in the category as a result of a reduction in force shall be the first recalled to an open position in that category. It is within the sole discretion of the District to determine which positions will be recalled or reinstated. Any employee recalled to a job position shall receive the hourly wage rate of the job position to which he or she is recalled. The provisions of Subsection E do not apply to the filling of positions as a result of recall. For the purpose of Subsection H of this Article, notification by the District to an employee to return to work shall be considered as having been accomplished when the District mails a certified letter to the employee at his/her last known address, as contained in his or her personnel file.

Subsection I. No permanent employee in any job position shall be laid off while temporary, substitute or probationary employees, who are in the same job classification and who are in the bargaining unit as defined on page one of the Collective Bargaining Contract, are retained. Permanent employees shall be given ten (10) calendar days advance notice before being laid off.

Subsection J. The district shall maintain seniority lists consistent with the categories and classifications outlined in Subsection F. A copy of the lists will be furnished to the bargaining unit upon request.

Section 4- Work Schedule

- A. Work Schedule. Permanent Employees, who are not substitutes, shall be placed on a regular work schedule, and, unless otherwise specifically provided in this contract, an employee's work schedule shall not be changed without his consent unless he has first been given ten (10) working days' notice of the change.
- B. Reporting Time. An employee who is scheduled for work and reports to work and there is not work available for him, may be excused from duty but shall be paid at his regular rate for the shift of work scheduled.

C. Number of working days per year per assignment:

Full time Custodians	12 month
PHS Registrar/Curriculum Administrative Assistant	Up to 12 month
PHS Principal Administrative Assistant	Up to 12 month
Maintenance	12 month
East Side, Winans and PHS Attendance Administrative Assistants	Student instructional days and up to 15 additional days
SGMS Administrative Assistants	Student instructional days and up to 20 additional days
Cooks/bakers	Student instructional days and up to 3 additional days
School support staff, para professional, crossing guards, playground aides, food service (all groups except cooks/bakers), bus aides, deaf interpreters, super para, media aides	Student instructional days or less if otherwise defined by contract.

D. Call-In Time. An employee who is called to work outside his regular shift shall be paid for a minimum of four (4) hours at a rate of one and one-half (1-1/2) his regular hourly pay. Each additional hour shall also be paid at time and one-half (1-1/2). It being understood that this provision does not apply to overtime work which is essentially an extension (before or after) of the workday.

Section 5- Vacations

- A. Annual vacation leave shall be earned in accordance with MCA 2-18-611 and MCA 2-18-612.
- B. Cash for unused vacation upon termination of service shall be paid in accordance with MCA 2-18-617 (2) and (3).
- C. Annual vacation leave is earned in accordance with MCA 2-18-617 (1).
- D. 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.
- E. In the event of a death of an employee, unused earned vacation time shall be paid the employee's heirs at his then current rate of pay.
- F. The payroll clerk shall keep records of vacation leave allowances. Each building supervisor (principal, etc) shall schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the written request of the employee.
- G. Leave of absence without pay may be used to extend regular vacation with prior approval of the Superintendent or School Board.

Section 6- Sick Leave

- A. Full-time employees are entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand eighty (2,080) 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 12 working days for each year (1 sick day per month) without restriction as to the number of working days that may be accumulated.
- 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 under the provisions of this Agreement until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he has earned.
- C. Permanent part-time employees are entitled to prorated 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. Temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.
- E. An employee who terminates his employment with the state, county, or city thereof, is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his accumulated sick leave. The pay attributed to his accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates employment. Accrual of sick leave credits for calculating the lump sum payment provided for in this subsection begins July 1, 1971, and the payment therefore, shall be the responsibility of the state, or/and county, or city thereof wherein the sick leave accrues. However, no employee forfeits any sick leave rights to benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same state, county or city jurisdiction 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, 1971, and transferred with the employee.
- F. An employee of the state or any county or city thereof who receives a lump sum payment pursuant to this Agreement and who is again employed by the state of a county or city thereof shall not be credited with sick leave for which he has previously been compensated.
- G. Absence because of illness not chargeable against vacation. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- H. Sick leave charges and credits shall be charged to the nearest one-half (1/2) hour.

- I. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick plan available in connection with employment.
- J. Any holiday that falls during a period that an employee is on sick leave credits will not be charged against sick leave credits.
- K. The Employer may require proof of illness in cases of excessive use of sick leave.
- L. Sick Leave Enumeration: With the first paycheck of September, the School District will attach a statement informing the employee of his or her accrued sick leave credits and vacation time.
- M. In the event an employee becomes ill while on vacation, the employee may, at his/her option, take sick leave for the period of his/her illness in lieu of vacation leave. The employee shall provide a written verification of illness from his/her physician.

Section 7- Other Leave

- A. Military leave shall be granted in accordance with MCA 2-18-614 and MCA 10-1-604.
- B. Jury duty and witness service shall be in accordance with provisions of MCA 2-18-619.
- C. Funeral Leave. Year round full time employees who are not substitutes shall be allowed leave with pay not to exceed five (5) working days per year. Administrative Assistant Employees who are not substitutes hired prior to May 14th, 2013 are grandfathered in to be allowed leave with pay not to exceed five (5) working days. School year only employees who are not substitutes shall be allowed leave with pay not to exceed 3.5 working days per year.
- D. Family Sick Leave. Year round full time employees who are not substitutes shall receive up to five (5) working days per year to assist with a sickness in the immediate family. Administrative Assistant Employees who are not substitutes hired prior to May 14th, 2013 are grandfathered in to receive up to five (5) working days per year to assist with a sickness in the immediate family. School year only employees who are not substitutes shall receive up to 3.5 working days per year to assist with a sickness in the immediate family.

Immediate family shall be defined as grandparents, parents, foster parents, spouses, children, siblings, brother and sister in-law, mother and father in-law, sons and daughters in-law and grandchildren.
- E. Maternity Leave. The Employer shall grant a reasonable leave of absence, without pay, for pregnancy. No employee may be terminated because of pregnancy.

- F. Leave Without Pay. A leave of absence without pay may be granted by the employer upon written request of the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires.

Section 8- Holidays

- A. Employees shall be granted the following holidays without loss of pay.
 - i.) New Year's Day, January 1
 - ii.) Memorial Day, the last Monday in May
 - iii.) Independence Day, July 4 (Year Round Employees Only)
 - iv.) Labor Day, the first Monday in September
 - v.) Thanksgiving Day, the fourth Thursday in November
 - vi.) The day following Thanksgiving
 - vii.) Christmas Eve Day, December 24
 - viii.) Christmas Day, December 25
 - ix.) First normally scheduled workday following Christmas
 - x.) The Friday before Easter and the Monday following Easter
- B. All holidays listed in (A) above will be granted to all permanent and part-time employees. All holidays in (A) above will be granted to substitute employees provided the last regularly scheduled work day before and the first regularly scheduled work day after is worked.
- C. Employees required to work on a holiday will be paid at one and one-half (1-1/2) times their regular rate of pay. An additional day will be granted in lieu of the holiday worked.
- D. In the event that the holidays listed above in (ix) are scheduled as school days with the students present, the employees covered by this agreement will be paid at their regular rate of pay and will not be granted compensatory time off.
- E. Observance of holiday falling on an employee's day off. Any employee with the state of Montana, or any county or city thereof who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.
- F. With mutual agreement between the employee and his/her building administrator, employees may be released at 3:00 pm on New Year's Eve without loss of pay or benefits.

Section 9- Job Security

- A. Probationary Period
 - i) The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance

does not, in the judgment of the appointing authority, meet the required standard of performance.

- ii) The probationary period shall be nine (9) months.
- iii) If the appointing authority determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice by the Employer.

B Permanent Status

- i) Any employee who has not been notified fifteen (15) days prior to the end of his probationary period of an unsatisfactory performance shall automatically attain permanent status.

C Dismissal

- i) The Employer may remove any employee with permanent status only for cause, but not before furnishing the employee and the Association personally or by registered mail with a written statement of the statutory or other grounds and the specific reasons for dismissal in sufficient detail to apprise the employee of the facts. The Employer shall include in written statement to the employee notice of the employee's rights to appeal in writing to the -School Board within thirty (30) days from the date of notice of dismissal.

This provision shall not, however, be construed as precluding the Employer from relieving an employee immediately from his official position or from excluding him from his post or place of duty or employment pending preparation and giving notice of dismissal, but no pay shall be withheld for such period.

- ii) An employee with permanent status may, in addition, appeal his dismissal through the grievance procedure.

Section 10. Other

A If check-in and clean-up are required, the Employer shall furnish the employees sufficient time during the normal working hours to complete such duties.

B The Employer shall insure representation by employees of the unit on all employee advisory committees dealing with matters pertaining to MEA-MFT members.

C Employer Insurance Contribution.

- i) Each permanent employee who is not a substitute shall be entitled to join the school district's group insurance program and receive an Employer contribution as provided by this Agreement.
 - aa) The School District shall pay \$720.58 per month per eligible employee for Option 1 of the single employee premium rates applicable to the School District's group health insurance plan provided by the School District's health insurance provider in school year 2016 – 2017 and up to \$720.58 in school year 2017-2018 at the single employee premium rate of any available offered option provided by the School District's health Insurance provider applicable to the School District's group health insurance plan. If the single employee monthly premium rate of 2016-2017 & 2017-2018

rises above \$720.58, the district and the employee will share (50/50) the cost of the increase up to and including a 10% increase. If the single employee monthly premium rate increase is more than 10%, the district and LCEA will enter negotiations to consider solutions. Such amounts shall be provided for all full time (40 regularly scheduled hours per week) employees under this contract, and the School District shall pay the prorated portion of the single employee rate for those employees who regularly work less than 40 hours/week but at least 20 hours/week. Employees who work less than 20 hours/week are prohibited from joining the group health insurance program.

- ii) The employer shall place his resources at the disposal of the employees to assist in reaching satisfactory solutions of problems arising from insurance groups.
- iii) The Employer shall administer a group dental insurance program if available. The premium will be paid for by the employee. After consultation with the designated representative(s) of the L.C.E.A., the Employer shall be the sole determiner of the dental insurance provider.
- iv) Participation in the group health insurance plan will continue for as long as the employee is employed by the School District. To the extent allowable under the School District's group health insurance plan, participation will continue through August 31 for those employees who resign, retire, or who otherwise terminate employment at the end of the previous school year. For those employees who resign or are terminated during the course of the school year, the employer's contribution will cease at the end of the month in which the resignation or termination is effective.

Section 11- Financial Ability to Perform

Negotiated money items are dependent upon passage of the voted levy.

Section 12- Pay Day

- A. All permanent custodial and administrative assistant employees who are not substitutes covered by this agreement shall be paid on the first day of every month. All permanent employees (who are not substitutes) covered by this agreement shall be paid on the tenth of each month. However, if a scheduled pay day falls on a Saturday, Sunday or holiday, the checks will be distributed on the last working day preceding the scheduled pay day. Checks will be dated the date of the regularly scheduled pay day.
- B. Any Employee scheduled for vacation leave which incorporates a scheduled pay day will receive their paycheck prior to going on vacation provided that the employee has requested the check at least two weeks in advance of the day he/she will be leaving on vacation.
- C. Substitute employees covered by this agreement shall be paid on the 10th day of every month. However, if a scheduled pay day falls on a Saturday, Sunday, or holiday, the checks will be distributed on the last working day preceding the

scheduled pay day. Checks will be dated the date of the regularly scheduled pay day.

EXHIBIT C

GRIEVANCE PROCEDURE

Section 1 - A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of the specific terms and conditions contained in this Agreement.

Section 2- All hearings on grievance appeals shall be closed to the public, unless a public hearing is requested by the employee. The employee shall have the right to representation as follows:

- A. The term "employee" shall also mean employee's representative.
- B. MEA-MFT shall, if requested by the employee, act as the representative of the employee and so notify the employee and the Employer.
- C. The employee may, at his own expense, or MEA-MFT, at its own expense, select any attorney to represent the employee.

Section 3- The parties hereby agree that informal discussion is encouraged, however, if, through informal discussion, and employee's grievance is not resolved, he may seek relief by following the steps below, in sequence shown:

- A. An employee who feels aggrieved and wishes to file a formal grievance shall state his grievance in writing within fifteen (15) days of the origin of the problem and shall have given his statement to his immediate supervisor. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods provided shall constitute a waiver of the grievance. Time limits specified in this Agreement may be extended by mutual agreement.

This statement shall contain the following:

- i) The employee's name
 - ii) His classification, position or title
 - iii) His department and section
 - iv) His mailing address
 - v) A brief statement of the nature of his grievance
 - vi) Proposed solution to the grievance
 - vii) Signature of the employee
 - viii) The date statement was signed by the employee
- B. If, within five (5) working days after his delivery of the request to his immediate supervisor, the employee has not received satisfactory relief, he may file his request with the Superintendent, who shall hold a hearing within ten (10) working days after receiving the employee's request. The Superintendent shall render a

decision within five (5) working days following the hearing. Within the established time limitation, the Superintendent may appoint or utilize an individual or committee to assist and recommend a course of action.

C. If, within five (5) working days after the rendering of the Superintendent's decision the employee is still dissatisfied, he may request a hearing which will be handled by the School Board. Appeals of the Superintendent's decision to the School Board shall include a copy of the appeal being sent to the Superintendent. The School Board shall hold a hearing within ten (10) working days following receipt of the employee's request and render a decision within five (5) working days following the hearing.

D. If, within five (5) working days after the rendering of the Boards decision, the employee is still dissatisfied, he may request binding arbitration on the question of whether or not a contract violation has occurred.

- i.) Both parties shall request a list of arbitrators from the American Arbitration Association.
- ii.) Upon receipt of the list, each party will strike one name until there is but one name left and that shall be the arbitrator.
- iii.) The arbitrator shall have access to all of the materials and information used in previous hearings and any other pertinent information he may request.
- iv.) The arbitrator shall hold a hearing within fifteen (15) working days of his appointment. The decision of the arbitrator will be final and binding with reference to the single question of whether a violation of this contract between MEA-MFT and the School Board had occurred.
- v.) Each side in the dispute will pay one-half of the cost of binding arbitration.

Section 4- Where the term "working days" appears in this grievance procedure, the term shall be interpreted to mean District Administration Office working days rather than employee working day.

EXHIBIT D

Criteria for High Needs Student Designation

In order to determine whether or not a student meets the districts definition of a “high needs student”, this form needs to be completed and submitted to the Cooperative Directors. The term “high needs student” is used only to determine the rate of pay for a para educator with primary responsibility (3.5 or more hours per day) for a student with exceptional needs.

Student Name:

School:

Classroom Teacher name:

Grade:

Resource Teacher Name:

Mark all that apply and attach supporting documentation:

Medical Need

- Tube Feeding - Daily
- Toileting – Daily
- Grooming – Hygiene – Daily
- Physical Transfers – Daily

Physical Aggression Toward Staff

- Hitting – weekly
- Spitting – weekly
- Kicking – weekly
- Open Handed Slap – weekly
- Physical Redirection – weekly
- Pinching to cause pain – weekly
- Throwing objects or moving furniture with the intent to harm others – weekly

Historical Review

- Prior year high needs designation
- Transfer records indicate significant aggression or medical need
- Student is returning from residential placement with evidence of aggression

Reviewed and Approved by:

Coop Director _____ Date _____

Principal _____ Date _____

Superintendent _____ Date _____