

COLLECTIVE BARGAINING AGREEMENT

2019-2022

BY AND BETWEEN



MISSOULA COUNTY PUBLIC SCHOOLS

AND

MERGED MISSOULA CLASSIFIED
EMPLOYEES ORGANIZATION

Effective July 1, 2019 – June 30, 2022

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION.....	1
1.1	ORGANIZATION RECOGNITION.....	1
1.2	BOARD RECOGNITION.....	1
ARTICLE 2	DEFINITIONS	1-2
2.1	BARGAINING UNIT	1
2.2	UNION/ORGANIZATION.....	2
2.3	BOARD	2
2.4	EMPLOYEES.....	2
2.5	PROBATIONARY EMPLOYEE	2
ARTICLE 3	RIGHTS OF THE PARTIES.....	3-4
3.1	INFORMATION.....	3
3.2	RIGHTS OF THE BOARD/DISTRICT	3
3.3	RIGHTS OF THE ORGANIZATION	3
3.4	ORGANIZATION BUSINESS	3
3.5	LABOR-MANAGEMENT COOPERATION.....	3
3.6	PRESIDENT'S RESPONSIBILITIES.....	4
3.7	LEAVE OF ABSENCE FOR ORGANIZATION BUSINESS	4
ARTICLE 4	ORGANIZATION SECURITY	4-5
4.1	ORGANIZATION MEMBERSHIP	4
4.2	REPRESENTATION FEE.....	4
4.3	AUTHORIZED DEDUCTIONS	5
4.4	HOLD HARMLESS	5
ARTICLE 5	RIGHTS OF EMPLOYEE	5-7
5.1	NON-INTERFERENCE	5
5.2	DISCIPLINE	5
5.3	PERSONNEL FILES.....	6
5.4	CITIZENS' COMPLAINT PROCEDURE	6
5.5	EVALUATION	6
5.6	MEDICAL EXAMINATIONS.....	7
ARTICLE 6	HOURS/WORKING CONDITIONS	7-10
6.1	WORK DAY	7
6.2	NOTICE OF RE-EMPLOYMENT OR TERMINATION	8
6.3	JOB DESCRIPTIONS.....	8
6.4	WORK SCHEDULES.....	8
6.5	SUBSTITUTES AND REPLACEMENT WORK.....	8
6.6	NON-DISTRICT ACTIVITIES (CUSTODIANS ONLY)	9
6.7	SUMMER WORK.....	9
6.8	SAFETY COMMITTEE	9
6.9	WORK EQUALIZATION	9
6.10	PRESERVATION OF WORK	10
6.11	RECLASSIFICATION	10
ARTICLE 7	LEAVES AND HOLIDAYS.....	11-19
7.1	SICK LEAVE	11
7.2	CIVIC LEAVE.....	13
7.3	HOLIDAYS.....	14
7.4	ANNUAL VACATION LEAVE	15
7.5	FAMILY MEDICAL LEAVE	18

7.6	MILITARY LEAVE.....	18
7.7	BEREAVEMENT LEAVE.....	18
7.8	INCIDENTAL LEAVE.....	18
7.9	LEAVE WITHOUT PAY.....	18
7.10	EMERGENCY LEAVE.....	19
7.11	EMERGENCY SCHOOL CLOSURES.....	19
ARTICLE 8	COMPENSATION.....	19-24
8.1	WAGES.....	19
8.2	INSURANCE.....	23
8.3	TRAVEL.....	24
ARTICLE 9	VACANCIES, ASSIGNMENTS, LAYOFFS.....	25-30
9.1	SENIORITY.....	25
9.2	FILLING VACANCIES.....	25
9.3	APPLICATIONS.....	28
9.4	OUTSIDE ASSIGNMENTS.....	28
9.5	INVOLUNTARY REASSIGNMENT.....	28
9.6	DISPLACEMENT PROCESS – FOR PARA EDUCATORS ONLY.....	28
9.7	TRIAL PERIOD.....	29
9.8	LAYOFF.....	29
9.9	RECALL.....	29
9.10	LAYOFF BENEFITS.....	30
ARTICLE 10	GRIEVANCE/ARBITRATION PROCEDURE.....	30
10.1	GRIEVANCE DEFINITION.....	30
10.2	REPRESENTATIVE.....	30
10.3	DEFINITIONS AND INTERPRETATIONS.....	30
ARTICLE 11	MAINTENANCE OF BENEFITS.....	33-34
11.1	AGENCY FEE EXEMPTION (Section removed 6/30/2016).....	33
11.2	PAID LUNCH BREAKS.....	33
11.3	ADDITIONAL PAID VACATION DAYS.....	33
11.4	PERSONAL LEAVE DAY.....	34
11.5	PAY FOR CEU CREDITS.....	34
ARTICLE 12	EFFECT OF AGREEMENT.....	34
12.1	AGREEMENT ALL INCLUSIVE.....	34
12.2	COMPLETE AGREEMENT.....	34
12.3	SAVINGS CLAUSE.....	34
12.4	DUPLICATION AND DISTRIBUTION.....	34
ARTICLE 13	DURATION.....	34-35
13.1	NO STRIKE PROVISION.....	34
13.2	EFFECTIVE DATES.....	35
13.3	REOPENER.....	35
	SIGNATURES & DATES.....	35
APPENDIX A	2019 - 2022 JOB TITLES WITHIN PAY GRADES.....	36
APPENDIX A-1	FOOT NOTES – WAGE ADJUSTMENTS, DIFFERENTIALS, STIPENDS, MOVEMENT BETWEEN PAY GRADES.....	37
APPENDIX A-2	2019 - 2020 MMCEO WAGE SCALE.....	38
APPENDIX A-3	2020 – 2021 MMCEO WAGE SCALE.....	39
APPENDIX A-4	2021 – 2022 MMCEO WAGE SCALE.....	40
APPENDIX B	GRIEVANCE FORM.....	41
APPENDIX C	INFORMATION REGARDING FAMILY AND MATERNITY LEAVE.....	43

ARTICLE 1: RECOGNITION

1.1 ORGANIZATION RECOGNITION

The Board hereby recognizes the Merged Missoula Classified Employees Organization, affiliated with the MFPE, NEA, AFT, and the AFL/CIO, (hereinafter referred to as the "Organization" or MMCEO), as the exclusive representative of certain employees as defined in Section 2.1 for the purpose of collective bargaining pursuant to and in compliance with the Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Code Annotated, hereinafter called the "Act".

1.2 BOARD RECOGNITION

The Organization recognizes the prerogatives of the Board to operate and manage the School District in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
- D. maintain the efficiency of District operations;
- E. determine the methods, means, job classifications, and personnel by which District operations are to be conducted;
- F. take whatever actions may be necessary to carry out District's missions in Situations of emergency;
- G. establish the methods and processes by which work is performed.

ARTICLE 2: DEFINITIONS

2.1 BARGAINING UNIT

- A. See Appendix A – Job Titles Within Pay Grade

B. Exclusions

The following positions shall be excluded from the bargaining unit: The personal staff of Superintendent, Assistant Superintendents, Executive Directors and Directors, including but not limited to Secretaries, Accounting, Insurance, Marketing and Operations Specialists; Human Resources Office Employees Secretaries and Specialists; Accountants; Seeley Head Engineer; Public Relations Specialists; Nurses (Registered), Therapist (Occupational, Physical); Crossing Guards, Playground, Bus and Noon Duty Aides; Members of other bargaining units; any casual/temporary employees hired to replace an absent employee or employed in the same position for ninety (90) calendar days or less on a one time basis; A substitute employed to cover a position held by a bargaining unit member on sick leave for more ninety (90) calendar days; All supervisory, management, confidential employees as well as others exempted by the Montana Collective Bargaining for Public Employees Act, Section 39-31-101 Et. Seq., MCA; all other employees.

C. Whenever new classified positions are created within the District, those positions will be reviewed by MMCEO and the Administration to determine if such positions belong in the bargaining unit.

2.2 UNION/ORGANIZATION

The Union/Organization is the Merged Missoula Classified Employees Organization, its officers, agents, and representatives.

2.3 BOARD

The Board or District is the Board of Trustees of the Missoula County Public Schools and their agents or representatives.

2.4 EMPLOYEES

Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the appropriate unit as defined above.

2.5 PROBATIONARY EMPLOYEE

Twelve Month Employees:

Any employee who has not yet worked six (6) calendar months since his/her most recent date of employment shall be considered a probationary employee.

Ten Month Employees:

Any employee who has not yet worked six (6) calendar months since his/her most recent date of employment shall be considered a probationary employee. Summer break, if not worked, shall not be considered part of the probationary period.

The parties recognize that this probationary period is a trial period during which an employee may be disciplined or discharged without cause. Probationary employees who apply for and accept a new bargaining unit position prior to the completion of their 6-month probationary period from original date of hire, must begin a new probation period in the position to which they are hired effective from the first date in that position. Eligibility to use sick and/or vacation under the provisions in Articles 7.1 B.2 and Article 7.4 B.2 apply to the probationary employee's original date of hire.

ARTICLE 3: RIGHTS OF THE PARTIES

3.1 INFORMATION

The Board agrees to furnish to the Organization such information or access to such as is available and required by law.

The Board, within forty-five (45) days of the signing of this Agreement, shall provide the Organization with a list of names, job titles, and wage rates for employees covered by this Agreement. The Organization shall make appropriate arrangements for the transmittal of such information.

3.2 RIGHTS OF THE BOARD/DISTRICT

The Board has and shall retain, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law except as limited by an explicit term of this agreement. All management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the Board/District. The Organization also recognizes the right, obligation, and duty of the Board and its duly designated officials to promulgate rules, regulations, directives, and orders.

3.3 RIGHTS OF THE ORGANIZATION

The rights and privileges granted the Organization in this Agreement shall not be granted to any other organization during the term of this Agreement so long as the Organization maintains its status as exclusive representative.

3.4 ORGANIZATION BUSINESS

Representatives of the Organization may be permitted to transact official Organization business on school property provided previous administrative permission is granted. In no event will the conduct of Organization business be permitted to interfere or disrupt normal School District operations. The Organization shall be responsible for damages resulting from use of facilities and equipment. The Organization shall give a written accounting of any materials or supplies used to the District business office and reimburse the District for all materials and supplies used.

3.5 LABOR MANAGEMENT COOPERATION

The District and the Organization may establish Labor Management Committees. The purpose of these Committees is to discuss, explore, and study problems referred to it by the parties to this Agreement. The Committees, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied.

The Committee shall have no authority to change, delete, modify, or amend any part or provision of this Agreement. Nor shall the Committee have authority to address, resolve, or settle any grievances arising under this Agreement.

Meetings shall be conducted upon written request by either party but not more than once every other month except by mutual agreement. The party requesting a meeting of the designated Labor-Management Support Committee shall, in its request, identify the problem(s) it wishes to have the committee address.

3.6 PRESIDENT'S RESPONSIBILITIES

The Organization President may be allowed to perform duties related to the Organization which cannot be properly performed other than during normal working hours or which are a result of an emergency situation and with permission from his/her immediate supervisor provided acceptable arrangements can be made so that such duties do not interfere with the President's assigned responsibilities.

Organization President's Leave:

The Board shall grant, upon written request from the Organization by June 1st, a full or part-time leave of absence as President's Leave. The Organization shall reimburse the District for the President's salary, insurance, retirement, and other fringe benefits. The President shall retain all rights of employment including but not limited to leave accrual and seniority accrual while on leave.

Upon application for the leave, the District shall seek a suitable replacement for the President. If such replacement cannot be found, the District may request the Organization to cooperate in finding acceptable alternatives to facilitate the responsibilities of the President. Such alternatives might include, but shall not be limited to, the release time being shared between the President and other officer(s) of the Organization.

Upon return, he/she shall be entitled to his/her former position if it still exists or a comparable position if the previously held position no longer exists. The District may make transfers as necessary to accommodate the return of the President.

3.7 LEAVE OF ABSENCE FOR ORGANIZATION BUSINESS

Any member of the Organization, with preapproval of the President, may upon request to the Superintendent and at the sole discretion of the District, be granted a leave of absence to attend to Organization business. The first two hundred forty (240) hours of such leave each year shall be at no reduction in pay provided that the Organization shall reimburse to the District the cost of the substitute, if a substitute is hired to fill the member's position in the District. Such requests are to be submitted seven (7) calendar days prior to the leave.

ARTICLE 4: ORGANIZATION SECURITY

4.1 ORGANIZATION MEMBERSHIP

No current or future employee shall be required to become a member of the Organization. The Organization, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly. No one shall be denied Organization membership because of race, creed, or sex.

4.2 REPRESENTATION FEE

The representation fee shall be determined by the Organization pursuant to applicable law and shall be no greater than the Organization's monthly unified membership dues. Any dispute or question concerning the amount, use, method of collection or propriety of the representation fee shall be solely between the affected employee(s) and the Organization. The Organization will provide an internal review procedure wherein any issues concerning the representation fee may be challenged. Disputes regarding the representation fee or membership between an individual employee(s) and the Organization may not be processed through the grievance procedure, Article X.

Beginning with the first payroll after this Agreement is signed and for the remaining term of this Agreement, a representation fee pursuant to this section will be deducted from the wages of each employee required to pay a representation fee. For newly hired employees, the representation fee deduction will begin with the third payroll. In situations where net pay after taxes and other deductions is not enough to fund representation fee deductions, no deduction will be taken.

4.3 AUTHORIZED DEDUCTIONS

A. Organization Dues

Upon written authorization from a member of the bargaining unit, the District shall deduct from the pay of that employee the monthly amount of dues as certified by the Organization and shall deliver the dues to the treasurer of the Organization. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a deduction to be made for a given month, the authorization form must be received by the School District no later than the tenth (10th) day of said month.

B. Payroll Deductions

Upon written authorization from the employee, the Board shall deduct from the wage of that employee and make remittance to those agencies approved by the Board.

4.4 HOLD HARMLESS

The Organization will indemnify, defend, and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees, and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues or representation fees provisions of this Agreement. While assuming no liability, the District reserves the right to participate in its own defense.

ARTICLE 5: RIGHTS OF EMPLOYEES

5.1 NON-INTERFERENCE

Employees shall have and shall be protected in the exercise of the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, fringe benefits, and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint, or coercion. The parties recognize that the rights outlined above for employees shall also entitle the employee to choose not to exercise these rights.

5.2 DISCIPLINE

A. An employee, if that employee so requests, shall be allowed to have organization/union representation during any meeting/interview the employee is required to attend and which the employee reasonably believes could result in discipline. Except in cases of emergency, the employee will be given prior notice of the reason(s) for the meeting/interview.

B. No non-probationary employee may be disciplined without just cause.

- C. For purposes of this section discipline is defined as the issuance of a written reprimand, suspension without pay, discharge, or the imposition of a penalty against an employee.

5.3 PERSONNEL FILES

- A. An employee or his/her representative with written authorization signed by the employee, shall have the right upon written request and with prior appointment, to review their personnel files and make a copy of non-confidential documents therein in the presence of the Executive Director of Human Resources and Labor Relations/designee. Derogatory material must be initialed or signed by the employee to indicate that he/she has seen the document and the employee may attach a response to such materials.
- B. Any derogatory material not shown to an employee within twenty (20) days of placement in the employee's file may not be used for disciplinary action involving that employee. Derogatory material shall not be used for disciplinary purposes for more than three (3) years provided the situation which was the source of the material has been corrected. After three (3) years and upon written notification from the employee, derogatory material no longer being used for disciplinary purposes will be removed from that employee's personnel file.

5.4 CITIZENS COMPLAINT PROCEDURE

- A. All complaints against an employee that will be brought to the attention of the Board of Trustees shall be submitted in accordance with a procedure that includes the following elements:
 - 1. The complaint shall be reduced to writing and signed.
 - 2. The complaint shall be discussed informally with the employee.
 - 3. The complaint shall follow a step process:
 - a. Supervisor/Building Administrator
 - b. Superintendent
 - c. Board of Trustees
- B. This procedure is to be used only in cases where the complainant is requesting a hearing and not for routine questions or concerns. The goal in resolving any problem is to attempt to find resolution nearest the source of the problem.
- C. The employee may be accompanied and advised during any step of this procedure by the Organization.

5.5 EVALUATION

- A. Copies of evaluation forms will be available from the employee's supervisor.

- B. A probationary employee's job performance will be reviewed at a verbal conference at least once during the first three (3) months of employment by the employee's direct supervisor. The time and date of this conference will be documented. Probationary employees will receive a formal written evaluation at least once during the first six (6) months of employment and then at least once each year during the next three (3) years of employment. These formal written evaluations shall be presented at a scheduled conference. Thereafter, employees will be evaluated at least once every three (3) years. When appropriate, an employee evaluation shall be based on the observation of the evaluator. The employee shall be given a copy of the evaluation at the scheduled conference. The employee shall discuss with the evaluator any questions he/she may have regarding the evaluation within ten (10) working days of the evaluation conference.
- C. The employee's signature on the evaluation indicates only that the employee has reviewed the evaluation. An employee may attach written rebuttal to his/her evaluation within twenty (20) working days after receipt of his/her copy of the evaluation.
- D. MMCEO classified Staff evaluations shall be completed by the employee's direct supervisor by May 1st.
- E. Deficiencies noted by the supervisor should be reported to the employee as soon as possible. When deficiencies are noted on an employee's evaluation, the supervisor shall attempt to remediate these deficiencies with written suggestions for improvement, and monitoring. It is the employee's responsibility to respond to suggestions for improvement and monitoring.

5.6 **MEDICAL EXAMINATIONS**

The District will not require an employee to pay the cost of a medical examination as a condition of employment. The District will only pay for those medical examinations it specifically requests from a doctor selected or approved by the District.

ARTICLE 6: HOURS AND WORKING CONDITIONS

6.1 **WORK DAY**

- A. A work day shall consist of up to eight (8) hours of work with the following being incorporated into the work day:
 1. A paid, duty-free break of fifteen (15) minutes to be taken during the first half (1/2) of each shift of each work day for those employees who work three (3) hours or more.
 2. A paid, duty-free break of fifteen (15) minutes to be taken during the second half (1/2) of each work day for those employees who work six (6) hours or more.
- B. An employee's lunch/meal period shall be paid if that employee is not scheduled for a duty free meal or lunch break of at least thirty (30) minutes.
- C. The regular work week shall normally consist of five (5) consecutive days (Monday through Friday or Tuesday through Saturday) followed by two (2) days off.

- D. Except in the event of emergency or disaster resulting in the endangerment of life or property, no employee shall work beyond those hours scheduled by the District without specific authorization from his/her supervisor.

6.2 NOTICE OF RE-EMPLOYMENT OR TERMINATION

- A. When an employee wishes to terminate his/her employment, he/she is encouraged to provide a two (2) week notice.
- B. Unless unforeseen circumstances arise, ten (10) month employees will be advised of their anticipated assignment and schedule for the next school year prior to the start of summer break, but no later than August 1st. If, at a later date, changes in the work schedule become necessary, the District will follow the provisions of 6.4 of the Agreement.

6.3 JOB DESCRIPTIONS

The Organization and bargaining unit members shall have access to any bargaining unit positions the District develops/designs.

6.4 WORK SCHEDULES

- A. The District shall determine the starting and ending times and days worked of an employee's work schedule. Employees will be given at least ten (10) working days' notice of a change in their scheduled days of work and site(s) of work.
- B. Custodians wishing to be considered to fill a scheduled absence of a temporary nature for a minimum of five (5) consecutive work days on another shift at their work site will so notify their supervisor in writing. When filling in for a scheduled absence of five (5) or more days, the supervisor shall consider the training, experience, and seniority of those custodians who have requested consideration to fill such absences.

6.5 SUBSTITUTES AND REPLACEMENT WORK

- A. Every reasonable effort will be made to obtain a substitute for any absent employee. Part-time employees may be offered the option of working additional hours to cover for the absent employee. Employees are not expected to arrange for their own substitutes. However, an employee may notify the District as to his/her preference for a substitute.
- B. Substituting for Teachers – Para-Educators/Media Assistant Only:
If acceptable to the Building Principal, the absent teacher(s) and the para-educator, a para-educator may substitute for the teacher(s) with whom he/she works when the teacher(s) is/are absent. Likewise, when acceptable, media assistants can substitute for the librarian for whom they work. When substituting for a teacher/librarian, the para-educator/media assistant shall be paid at his/her regular rate of pay plus an additional two dollars (\$2.00) per hour. A substitute will be hired for the para-educator/media assistant when the para-educator/media assistant is replacing the teacher(s).
- C. Momentary Assignment for Para-Educators/Educational Sign Language Interpreters Only:
When requested by the Principal, and agreed to by the para-educator or educational sign language interpreter, a para-educator or educational sign language interpreter may substitute for any teacher in their building on a momentary basis. When momentarily substituting for a teacher, the para-educator or educational sign language

interpreter shall be paid at his/her regular rate of pay plus an additional two dollars (\$2.00) per hour for the greater of the actual time spent substituting, or two (2) hours. Time over two (2) hours will be calculated in fifteen (15) minute increments.

- D. Momentary Assignment for Food Service Only:**
When requested by the District and agreed to by the Food Service employee, a Food Service employee may substitute for another Food Service employee in a higher paid classification. When substituting for the higher paid employee, the employee substitute will receive his/her regular rate of pay plus an additional two dollars (\$2.00) per hour for the greater of the actual time spent substituting, or two (2) hours. Time over two (2) hours will be calculated in fifteen (15) minute increments.

6.6 NON-DISTRICT ACTIVITIES (CUSTODIANS ONLY)

At the discretion of the District, overtime for outside events will be offered in accordance with the seniority of the employees on a rotating basis so that all employees in the same job title and at the same job site (building) shall be given equal opportunity to work overtime.

6.7 SUMMER WORK

- A.** Current ten (10) month MMCEO employees who satisfactorily worked the previous summer shall be given first consideration for summer work.
- B.** After utilizing paragraph A., other MMCEO employees who are normally employed for the ten (10) month school year may be asked to perform bargaining unit work during the summer recess. Those employees shall have the choice of accepting or not accepting an extended work year.

6.8 SAFETY COMMITTEE

The Organization shall appoint its members to any safety committee established by the District involving employees covered by this Agreement.

6.9 WORK EQUALIZATION

Controversies that arise as a result of the inequitable workload between employees with similar assignments shall be handled in the following manner:

The controversy must first be reduced to writing on a form developed by the District and MMCEO. Such form shall include information to support the claim of inequity.

The written form shall be submitted to the immediate supervisor who shall meet with the employee(s) to discuss the issue. If the employee(s) is dissatisfied with the resolution offered by the supervisor, or if no resolution is forthcoming, the employee may submit the controversy to the designated Labor Management Support Committee.

If the employee(s) is dissatisfied with the resolution by the Labor Management Support Committee, or if no resolution is forthcoming, or if the decision of the LMSC is ignored, modified, or not implemented by the District, the employee may appeal to the superintendent or designee. If the controversy is not resolved at the superintendent or designee level, then the employee(s) may initiate the grievance procedure as provided for in this contract.

6.10 PRESERVATION OF WORK

The District may employ additional staff or sub-contract work as deemed necessary by the Superintendent to relieve heavy workloads. Whenever a bargaining unit member is directed to supervise any non-bargaining unit employees/sub-contractors for more than one (1) hour, that employee shall receive one dollar (\$1.00) per hour in addition to his/her regular rate for all hours worked in that day.

6.11 RECLASSIFICATION

A. Reclassification Review Committee, comprised of three (3) members selected by the District and two (2) members selected by the MMCEO/MFPE, shall be authorized to review, approve and/or deny reclassification requests and/or recommend updates to job descriptions if there is a significant change of points for a position, and make recommendations for placement of new job classifications on schedule. A clearly defined reclassification protocol will be developed and agreed to by the District and MMCEO/MFPE.

B. Reclassification Process Details:

Reclassification requests may be brought forward by the District, MMCEO or employee(s) for positions where there has been a significant change in the level of responsibility from the last time the position was reviewed.

The supervisor of the position being reviewed shall review the request and shall verify any authorized changes to the position.

Such requests may be for a review of specific classifications, specific positions.

Classification requests shall take the form of an application which shall include:

1. A completed application form
2. A written statement describing changes in the job and rationale why the position and/or job classification should be reclassified
3. Supervisor verification

Only applications submitted during the application "window period" will be considered. There shall be one window period, November 1 – 30 each year of the contract.

The Reclassification Review Committee shall issue a written determination explaining the basis for the approval and/or denial of the same.

C. If approved, the change will become effective July 1 of the next fiscal year. If an individual, job title or job group is approved for reclassification, the employee(s) will be moved to the higher or lower job classification and corresponding wage schedule effective July 1st of the next fiscal year. If the reclassified employee is at the Maximum Step on the Wage Schedule, the employee will receive the difference between the previous and identified pay grade and then receive the increase as outlined in 8.1.A. in the Collective Bargaining Agreement.

Should the MMCEO Reclassification exceed \$40,000 in the new wages in the years 2020-2021 or years 2021-2022, the Board may, within fifteen (15) calendar days after reclassification approval, re-open the collective bargaining agreement for renegotiation of implementation of reclassified wage not to exceed three (3) years.

ARTICLE 7: LEAVES AND HOLIDAYS

7.1 SICK LEAVE

Sick leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.

A. Conditions for Use of Sick Leave

An employee may use his/her accumulated sick leave for:

1. illness
2. injury
3. medical disability
4. maternity-related disability, including pre-natal care, birth, miscarriage, or other medical care for employees
5. quarantine resulting from exposure to a contagious disease
6. medical, dental, or eye examination or treatment
7. necessary care of or attendance to an immediate family member, or at the District's discretion, another relative, for the above reasons until other attendance can reasonably be obtained.
8. Employees may use a total of three (3) days of accumulated sick leave per death to attend to the matters relating to the death of another person as provided in Article 7.7.

Immediate family means the employee's spouse and any member of the employee's household, or parent, child, grandparent, grandchild, brother, sister, corresponding in-law and step relatives.

Sick leave must be taken in no less than fifteen (15) minute increments.

B. Accrual of Sick Leave

1. Each employee is entitled to and shall earn sick leave credits from the first day of employment.
2. An employee must be continuously employed for the qualifying period of ninety (90) calendar days to use sick leave. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.
3. Unless there is a break in service, an employee only serves the qualifying period once. A break in service shall mean a period of time that severs continuous employment. The period of time shall be for more than five (5) working days when the employee is not working or is not on an approved leave of absence.
4. Persons simultaneously employed in two (2) or more positions in an employee group will accrue sick leave credits in each position according to the total number of hours worked for the District.
5. An employee will only accrue sick leave credits while in regular pay status. Sick leave credits will not accrue for any hours paid as overtime or compensatory time.
6. An employee may not accrue sick leave credits while in a leave without pay status.

C. Calculation of Sick Leave Credits

1. Sick leave credits are earned at the rate of twelve (12) working days for each year of service for full-time employees and are prorated for part-time employees.
2. An employee shall be considered full time if he/she normally is scheduled to work forty (40) hours per week fifty-two (52) weeks per year.
3. If an employee is regularly scheduled to work less than full time:
 - a. an employee accrues .046 hours of sick leave credit for each hour worked; and
 - b. such sick leave credits are to be rounded to two (2) digits beyond the decimal point.
4. Sick leave credits are earned at the end of each pay period. These sick leave credits may not be used until the start of the next pay period.
5. There is no restriction as to the number of sick leave credits that may be accumulated.

D. Rate of Compensation

An employee on authorized sick leave is entitled to the hourly wage for those hours he/she would have worked had he/she not been absent from work and on authorized sick leave.

E. Lump Sum Payment upon Termination

1. Provided the employee has worked the qualifying period, when an employee terminates employment with the District, the employee is entitled to cash compensation for unused sick leave credits equal to the following:
 - a. Up to nine hundred sixty (960) sick leave credits shall be compensated at one-half (1/2) of the compensation the employee would have received if the employee had used the credits. Sick leave credits beyond 960 will be compensated at one-fourth (1/4) of the compensation the employee would have received if the sick leave credits had been used.
2. Accrual of sick leave credits for calculating the lump-sum payment, as provided for in this section begins July 1, 1971. The payment therefore shall be the responsibility of the District wherein the sick leave accrues.
3. An employee who receives a lump-sum payment and is again employed by the District shall not be credited with any sick leave for which the employee has previously been compensated.
4. The value of unused sick leave is computed based on the employee's wage rate at the time of termination.
5. Employees who are laid-off at the end of the school year, may, at their option, defer payment of the lump-sum payment until after the start of the school year to determine if the employee will be recalled.

F. Abuse

Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment. Abuse of sick leave may be defined as misrepresentation of the actual reason for charging an absence to sick leave.

The employee's immediate supervisor or appropriate authority may require medical certification of sick leave charged against any sick leave credits.

G. Sick Leave Donations

1. A member of the bargaining units shall have the right to donate, in writing, a maximum of eighty (80) hours accrued sick leave per fiscal year provided such donation will not reduce their accumulated sick leave to less than eighty (80) hours. These eighty (80) hours may be distributed among one or more members of the bargaining unit. Donated sick leave may be used by a bargaining unit member in the same manner that accumulated sick leave may be used (see 7.1 A). An employee shall not be eligible to receive donated sick leave days until that employee has exhausted all of his/her accumulated sick leave. No employee may receive more than three hundred twenty (320) hours of donated sick leave per fiscal year. While receiving donated sick leave, the employee may not receive pay or compensation from any other plans in which the District participates, either in full or in part. For purposes of this section, District insurance contributions pursuant to Article VIII are not considered compensation. Sick leave donated but not used will be returned to the donor by the end of the fiscal year in which it was donated. Donated leave will be used in the order donated.
2. Employees seeking sick leave donations must complete the appropriate form including: 1) a statement of the reason for the request, 2) certification that they have exhausted all accrued sick leave, and 3) the number of hours of accrued vacation. Potential donors will be notified of the recipient's accrued vacation.

7.2 CIVIC LEAVE

A. Definitions

1. "Jury duty leave" means an approved leave of absence with pay for an employee who has been properly summoned to serve as a juror in a court or judicial proceeding.
2. "Witness leave" means a leave of absence with pay for an employee who has been properly subpoenaed to serve as a witness in a court, judicial proceeding, or administrative proceeding.

B. Rate of Compensation

1. An employee on authorized jury duty or witness leave shall receive his/her normal gross salary or wage. The employee shall collect all fees and allowances payable as a result of serving on jury duty or as a witness and forward the fees to the district clerk within 3 days of receiving them. If the employee chooses to charge his/her juror or witness time off against his/her annual leave, he/she shall keep all juror or witness fees paid by the court.
2. A part-time employee will receive pro-rated compensation for those hours he/she is usually scheduled to work.

C. Absences

An employee shall inform, in writing, his/her immediate supervisor of the date and anticipated length of absence as soon as possible after being summoned or subpoenaed. An employee shall also furnish a copy of the summons or subpoena with the leave request form. Authorized jury duty or witness leave may only be charged against the employee's annual vacation time at the employee's option.

7.3 HOLIDAYS

A. A holiday is a scheduled day off with pay to observe the following:

1. New Year's Day (January 1)
2. President's Day (Third Monday in February)
3. Memorial Day (Last Monday in May)
4. Independence Day (July 4)
5. Labor Day (First Monday in September)
6. Thanksgiving Day (Fourth Thursday in November)
7. The Friday immediately following Thanksgiving
8. Christmas Eve Day (December 24)
9. Christmas Day (December 25)
10. New Year's Eve (December 31)

B. If any of the foregoing fall on Saturday or Sunday the preceding Friday or succeeding Monday shall be observed as a holiday.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. If either the preceding or following days are also holidays, then it shall be observed on the next previous or following work day that is not a holiday.

C. In order to be eligible for holiday pay an employee must be in pay status on his/her last scheduled day prior to the holiday and his/her first scheduled day following the holiday. Pay status includes any period of time for which an employee receives pay for time worked or time on paid leave. Paid leave time includes sick leave, vacations, administrative leave with pay, holidays, or military leave with pay.

If an employee submits their letter of retirement for a retirement date effective December 31st, and is in a pay status on their last scheduled day prior to Christmas Eve, that employee will be paid for the Christmas Eve, Christmas Day, and New Year's Eve holidays of the school year.

D. The Independence Day holiday is for twelve (12) month employees only.

E. Employees shall receive a day off with pay, either the day before or the day after, for those holidays which are observed on that employee's normal day off.

F. Eligible employees shall receive a maximum of eight (8) hours regular pay for holidays. Work schedules for employees who are regularly scheduled to work four (4), ten (10) hour days may be adjusted to a five (5) day, eight (8) hour work period so that employees suffer no loss in wages and/or need to use vacation leave for hours not covered by holiday leave. Employees who work less than eight (8) hours per day or forty (40) hours per week shall receive pro-rata pay for holidays.

- G.** An employee who is required to work on a holiday shall receive pay for those hours he/she actually works at a rate one and one-half times his/her regular rate in addition to the holiday pay he/she would have received had he/she not been required to work.

7.4 ANNUAL VACATION LEAVE

"Annual vacation leave" means a leave of absence with pay for purposes of rest, relaxation, or personal business at the request of the employee and with the concurrence of the employer.

A. Use

1. The dates when an employee's annual vacation leave shall be granted shall be determined by agreement between each employee and the District, with regard to the best interest of the District, as well as the best interests of each employee. Where the interest of the District requires the employee's attendance, the District's interest overrides the employee's interest. However, the District must provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave.
2. Annual vacation leave must be taken in no less than fifteen (15) minute increments.
3. Annual vacation leave shall be granted in accordance with this section if requested during the school year.
4. If more than one (1) employee in a department requests a particular period of time for his/her vacation and if in the opinion of the employer only one (1) can be released during this period of time, the employee who first submitted a request for vacation leave, as per Article 7.4.A.5, will be granted leave.
5. An employee may submit a vacation request at any time. Prior to the use of vacation days, the employee must have received approval from his/her immediate supervisor. Requests shall be submitted, in writing, on the approved form, to the immediate supervisor sufficiently in advance to allow the supervisor at least (ten) 10 calendar days to respond. The supervisor shall respond, in writing, to the request in accord with this Agreement. Should the supervisor fail to respond within ten (10) calendar days of receipt of the request, the vacation request shall be considered approved.

A supervisor may approve a request for vacation which was not submitted sufficiently in advance if the supervisor believes special circumstances existed which prevented the employee from requesting the vacation earlier and the request otherwise meets the requirements of the CBA and state law.

It is agreed that, unless special circumstances exist, a vacation request shall not be approved for the week school begins (the week students arrive) and the week school ends (the last week students attend). During these periods of time, an employee may request approval from the Director of Human Resources and Labor Relations if he/she believes special circumstances exist.

Special circumstances shall mean those occasions whose scheduling are beyond the control of the employee, and the employee's attendance is expected. Examples of occasions considered to be special circumstances would include, but not be limited to, weddings, graduations, and reunions.

6. The District may refuse to approve annual vacation leave which results in a total of more than forty (40) hours in pay status for the work week.

B. Accrual and Eligibility to Use Annual Leave Credits

1. All employees are eligible to earn annual vacation leave credits. Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position without a break in service shall receive retroactive annual leave credits for the preceding continuous period of temporary employment.
2. An employee must be continuously employed for the qualifying period of six (6) calendar months to be eligible to use annual leave. Unless there is a break in service, an employee is only required to serve the qualifying period once. After a break in service, an employee must again complete the qualifying period to be eligible to use annual leave.
3. A seasonal employee's accrued annual vacation leave credits with approval from the District may be carried over to the next season, or paid out as a lump-sum payment to the employee when the season ends.
4. Employment in two or more seasons is continuous employment and can be counted toward the six (6) month qualifying period provided a break in service does not occur.
5. A person simultaneously employed in two (2) or more positions in the bargaining unit will accrue annual vacation leave credits in each position according to the number of hours worked.
6. An employee will only accrue annual vacation leave credits while in regular pay status. Annual leave credits will not accrue for any hours paid as overtime or compensatory time.
7. An employee may not accrue annual leave credits while in a leave-without-pay status.

C. Annual Vacation Leave Credit Accrual

1. Annual vacation leave credits are earned at a yearly rate calculated in accordance with Montana Code. An employee of the District shall be credited with one (1) year of service if he/she is employed for an entire academic year. Vacation days are prorated for part-time employees.

<u>Number of Completed Years of Service</u>	<u>Maximum Annual Days of Credit</u>
0 - 10 years	15
Over 10 years - 15 years	18
Over 15 years - 20 years	21
20 or more years	24

2. Annual vacation credits are earned at the end of each pay period. An employee may take annual leave credits at the start of the next pay period, provided the employee has worked the qualifying period.

3. A period of absence from employment with the District either during a war involving the United States or in any other national emergency and for ninety (90) days or more thereafter, for one of the following reasons, is considered as service for purpose of determining the number of years of employment used in calculating vacation leave credits.
 - a. Having been ordered on active duty with the armed forces of the United States.
 - b. Voluntary service on active duty in the armed forces or on ships operated by or for the United States Government.
 - c. Direct assessment to the United States Department of Defense for duties related to national defense efforts if a leave of absence has been granted by the employer.

D. Maximum Accrual of Annual Vacation Leave Credits

1. Eligible employees may accumulate a maximum of two (2) times the total number of annual leave credits they are eligible to earn per year.
2. Excess annual leave credits will be forfeited unless taken by the employee within one-hundred twenty (120) calendar days from the last day of the calendar year (December 31st) in which the excess credits were earned, unless the loss is due to action(s) by the District.
3. If the District denies all or any portion of the written request, the excess annual vacation leave is not forfeited and the District must ensure that the employee may use the excess vacation leave within the next calendar year.
4. The calculation of excess annual leave credits (those credits which must be used within the one-hundred twenty (120) calendar days from the last day of the calendar year) will be made as of the end of December.

E. Rate of Salary Compensation

An employee on authorized annual vacation leave will be entitled to the employee's normal gross salary.

F. Annual Leave on Holidays

Annual vacation leave taken over a holiday for which an employee receives holiday pay may not be charged to that employee's vacation leave for that day. An employee shall not receive annual vacation pay and holiday pay for the same day.

G. Absence Due to Illness

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

H. Lump Sum Payment Upon Termination

1. An employee who terminates his/her employment with the District for a reason not reflecting discredit on him/herself, 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 set forth in Section 2-18-611 MCA, 1983.
2. The employee will be paid for unused accumulated vacation leave at their hourly rate in effect at the time of termination of employment.

3. Employees who are laid-off at the end of the school year, may, at their option, defer payment of the lump-sum payment until after the start of the school year to determine if the employee will be recalled.

7.5 FAMILY MEDICAL LEAVE

- A. Eligible employees may take up to twenty-six (26) weeks of unpaid Family Medical Leave, depending on the nature of the leave. During such leave, the District shall continue to pay the District contribution to health insurance on behalf of insured employees.
- B. A full-time employee shall be deemed eligible for Family Medical Leave if they have been employed for at least one (1) year and have worked 1,250 hours during the preceding twelve (12) months. A ten month employee shall be eligible for Family Medical Leave if they have been employed for at least one year and have worked at least 60% of their scheduled work time in the preceding twelve (12) months.
- C. Any leave an employee may be eligible for pursuant to the Family Medical Leave Act shall run consecutively with leaves granted pursuant to this Agreement.

Appendix C shall remain in the contract as a non-grievable appendix.

7.6 MILITARY LEAVE

MMCEO staff shall be granted leave in accordance with 10-1-1009, M.C.A., 2017, as such statute is determined to be effective by the Attorney General. MMCEO staff shall notify the District as soon as possible of the need for such leave, and may be required to substantiate the need for such leave.

7.7 BEREAVEMENT LEAVE

A total of five (5) days per death in a year, with no deduction of pay or benefits, shall be granted to each employee to attend to matters relating to the death of a member of the employee's immediate family. Immediate family means the employee's spouse and any member of the employee's household, or a parent, child, grandparent, grandchild, brother, sister, corresponding in-law and step relatives. Employees may use a total of three (3) days of accumulated sick leave per death to attend to matters relating to the death of another person. The District may require substantiation of the need for such leave.

7.8 INCIDENTAL LEAVE

Casual and incidental leaves may be granted by an employee's supervisor provided that the time lost is less than half a day, and it is not necessary to employ a replacement.

7.9 LEAVE WITHOUT PAY

- A. The District may grant leaves of absence without pay. Such leaves are extendable. Extensions are subject to approval of the District.
- B. Employees on a District approved general leave of absence without pay are eligible for health insurance benefits coverage provided under the terms of the District's health insurance plan. Employees on a District approved general leave of absence without pay may elect to continue coverage by paying the entire premium for health insurance

in order to avoid a lapse in health insurance coverage while on an approved general leave.

- C. Approved unpaid general leaves of absence are granted for a specific period of time not to exceed one (1) year at the sole discretion of the District. Such leaves are extendable. A request to extend an unpaid general leave of absence must be made by the requesting employee at least thirty (30) days in advance of the current end date of the leave.
- D. This provision does not apply to employees on Family Medical Leave.

7.10 EMERGENCY LEAVE

At the sole discretion of the District, the Superintendent or his/her designee may approve up to two (2) days of emergency leave for matters of an emergency nature not covered under any other section of this contract. If this request is granted, the employee will suffer no loss of pay. It is the responsibility of the employee to notify the Superintendent and/or designee as soon as possible of the leave request.

7.11 EMERGENCY SCHOOL CLOSURES

When schools are closed or opening is delayed due to inclement weather or other emergency, the District shall use various media sources to notify employees by 6:30 a.m. of the closure. Employees will be paid for their scheduled work hours and all accompanying benefits for the actual hours schools are closed, operating hours are reduced, or opening is delayed.

In the event that the closure is later determined to be a state or national emergency and the District is not required to reschedule the lost day, employees who were notified not to report to work will suffer no loss of pay or benefits for that day.

When closure or delayed opening is not determined to be a state or national emergency, employees who were not required to report to work shall not be paid for the day. However, such employees shall be allowed to make up lost wages for the day by the use of any available paid leave, including incidental leave if authorized by the superintendent, except sick leave, or by rescheduling their work with their supervisor. Twelve (12) month employees who did not report to work may reschedule the day so long as the additional hours do not result in overtime.

ARTICLE 8: COMPENSATION

8.1. WAGES

A. Wage Scale

An employee shall be paid according to the appropriate wage scale attached hereto as the 2019-2020, 2020-2021, and 2021-2022 MMCEO Wage Scales. An employee may be paid differently than the wage scale as provided below:

An employee who has reached the highest step on the wage scale and has been there at least one (1) year, will receive the greater of either a three percent (3%) increase over his/her previous wage or his/her new wage scale placement.

B. Wage Adjustments, Differentials, Movement between Pay Grades and New Positions

New positions in the District, not currently recognized or placed in a current employee group, shall be reviewed by the District before posting to determine the appropriate employee group to assign the new position. This determination, and notification to MMCEO, shall be made at least five (5) days before posting. MMCEO will notify the District of any objection to the determination within this five (5) day period.

C. Placement

1. Each year, each employee who has been in a paid status for the District shall advance one step on the current wage scale July 1, if appropriate.
2. When a current employee applies for and receives a transfer to a position at a higher or lower Pay Grade:
 - a. The employee will earn no less than his/her current wage, **except** as outlined in subsections C and D of this article.
 - b. The employee may transfer all previous years of bargaining unit experience for placement on the wage scale.
 - c. If an employee voluntarily transfers to a position at a lower pay grade, the employee wages will adjust to the appropriate pay grade wage for the position.
 - d. If an employee voluntarily transfers to a position at a higher pay grade and requests that he/she be transferred back to his/her previous position or any lower pay grade, the employee wages will return to the appropriate pay grade wage for the position.
3. Except in cases of layoff, should employment be interrupted for more than one (1) school year, employee salary placement will be re-evaluated and experience steps may not apply.
4. When determining the initial placement of a newly hired employee, the District may accept up to five (5) years of actual relevant work experience. A newly hired employee with no previous actual relevant work experience shall be placed on the first step on the appropriate wage scale. Should the District want to recognize additional experience beyond five (5) years thereafter, the District shall first seek agreement from the Organization.

D. Payday

1. Pay days shall be bi-weekly. At such time as an employee is paid, he/she shall be furnished with a personal record showing straight time and overtime hours paid and all deductions shall be itemized. When employees are discharged or laid off, they must be paid all wages due at the next regular payday.
2. An employee scheduled for vacation leave which incorporates a scheduled payday will receive his/her check prior to the beginning of that vacation leave provided that employee has submitted a written request to payroll at least two (2) weeks prior to his/her last scheduled work day before the scheduled vacation leave.

E. Call-outs

An employee who is called out for work outside (after leaving upon completion of regular shift or on that employee's normal weekly days off) the regular shift shall be paid for a minimum of two (2) hours at one and one-half (1 ½) times the regular rate of pay. For additional work beyond two (2) hours the employee will be compensated for actual time worked at one and one-half (1 ½) times the regular rate of pay. This "call-out" provision is not applicable when an employee works on days which are not part of that employee's work year. Pay under this provision does not pyramid/compound. An employee is considered in call-out status when the employee is paged or telephoned by his/her supervisor and physically reports to work.

F. Overtime

Employees who work in excess of forty (40) hours in one work week shall be paid for the excess time at the rate of one and one-half (1 ½) times the regularly scheduled rate of pay. Sick leave, vacation leave, and holidays shall be considered as time worked when computing overtime. All employees in the same job title (classification) and at the same job site (building) shall be given equal opportunities to work overtime. A list will be maintained for custodial and PC Network Technician employees, and overtime will be offered in accordance with the seniority of the employees on a rotating basis. Overtime will be in increments of no less than fifteen (15) minutes, when authorized by the appropriate supervisor.

G. Longevity

The following paragraph is for three (3) years only and will sunset on June 30, 2022.

A longevity increase will be effective as of July 1st for MMCEO employees who have worked 20 years or more as of September 1st of the current year. Employees who have worked the qualifying period will receive a longevity increase of ten cents (\$0.10) per hour.

Employees who have worked for the District twenty (20) years or more as of September 1, 2016, will receive a longevity increase of ten cents (\$.10) per hour. This longevity increase will become effective on July 1, 2016 for those bargaining unit members whose twenty (20) year anniversary falls on or before September 1, 2016.

H. Momentary Assignment

1. When requested by the District, and agreed to by the employee, an employee may work in a higher paid classification. When working in a higher paid classification, the employee shall be paid the higher rate for the greater of the actual time spent, or one (1) hour. Time over one (1) hour will be calculated in fifteen (15) minute increments.
2. For custodian and groundskeepers only: When requested by the District and agreed to by the employee, custodians and groundskeepers shall be paid at pay grade Level 6 for all hours they do maintenance work, recorded in fifteen (15) minute increments. Minimum pay: custodians and groundskeepers shall be paid a minimum of one (1) hour for each workday he/she is assigned to do maintenance work. Prior permission must be given by the employee's immediate supervisor.

3. When requested by the District, and agreed to by the employee, an employee may work in a position outside the bargaining unit. When working in a position outside the bargaining unit, the employee shall be paid the greater of one dollar (\$1.00) per hour in addition to his/her regular rate of pay or the regular rate of pay for that position for the actual time spent, but not less than one (1) hour. Time over one (1) hour will be calculated in fifteen (15) minute increments.
4. If no MFPE members are available, and at the discretion of the District, MMCEO bargaining unit members, who are certified teachers, may be employed as instructional tutors outside their regularly scheduled hours or regularly scheduled work week. The hourly wage for instructional tutoring by an MMCEO member with teaching certification will be calculated at the rate of .00082 times the certified teacher base salary (instructional rate of pay).

I. Continuing District/Training

1. The District shall reimburse employees for authorized expenses incurred by an employee in connection with any course, workshop, conference, etc. that employee attends at the direction of the District.
2. Employees may submit requests to attend specific workshops/clinics at the MFPE Convention or other meetings outlining the reasons and rationale for their request(s). Should the Superintendent or designee approve any such request the requesting employee shall be paid at his/her regular rate for the time actually spent attending the approved workshop(s)/clinic(s).
3. The District shall provide orientation to any newly hired employee within thirty (30) days of his/her date of hire. An employee shall be paid for time spent in orientation training.
4. The District and the Organization recognize that staff training is important. The District will endeavor to address the current/changing duties of the job within reasonable constraints including financial limitations. The type of training will be the results of collaborative efforts between the District and the Organization. If the training is scheduled during an MMCEO employee's regular work hours, then he/she shall be released from their regular duties to attend the training. If the training is scheduled outside an MMCEO employee's regular work hours then he/she will be compensated for time spent attending the training.

J. TRS/PERS

The District will continue its participation in the TRS/PERS programs. Any dispute between an employee, the Organization, TRS/PERS, or the District will not be subject to the grievance procedure.

K. WAGE CONTINGENCY

If the General Fund levy for either District (Elementary or High School) is greater than five-tenths of one percent (.5%) of the projected General Fund Budget or \$100,000, whichever is less, for said year and the election for funding the General Fund Budget for said year is unsuccessful, the Board may, within fifteen (15) calendar days after that General Fund levy election is held for the school year, re-open the collective bargaining agreement for renegotiation of those items of the CBA that were altered as a part of the previous negotiated settlement.

8.2 **INSURANCE**

In the event of the dissolution of the MCPS self-insured health benefit plan, all remaining reserves must be maintained by the District under the provisions of MCA 20-3-331 and must be used to pay for employee benefit costs as determined by majority vote of the members of the full insurance committee.

A. Eligibility

Employees working .75 FTE to 1.0 FTE are eligible for the health insurance benefits coverage provided under the terms of the District's health insurance plan. The Board contribution towards health insurance benefits are set forth within this article of the C.B.A.

B. Contributions

1. For terms of this Agreement (2019-2022) the Board agrees to pay six hundred seventy-three dollars (\$673) per month for eligible bargaining unit members towards the monthly premium of the District's group health and dental insurance plan.
2. The entitlement for the employee is to the benefit of the plan and not the dollar amount.
3. Employees who work in more than one employee group, except substitutes, temporary and seasonal employees and home bound on-call employees, shall have his/her hours of work in all units combined for determining eligibility for insurance coverage. Home Bound tutors scheduled on a regular basis at the Providence Center are considered a qualifying employee group for the purposes of this paragraph.
4. Payroll deductions will be used should the District's contribution not cover the entire premium.

The following language applies to the 2020-2022 years only:

Should the cash balance (adjusted for stop loss reimbursement due to claims exceeding the individual and/or aggregate stop loss limits) of the combined elementary and secondary health Insurance Trust Fund drop below ten million five hundred thousand dollars and 00/100 cents (\$10,500,000) as reported on June 30, 2020, Combined Health Insurance Trust Fund Report for Missoula County Public Schools, the District will commence the following month to make an additional contribution for each eligible bargaining unit member of ten dollars (\$10.00) per month for the remainder of the contract year. The additional District contribution will remain in effect through June 2022 and will revert to the \$673 per month effective July 1, 2022. Additionally, the monthly premium rate for each option on the plan schedule will be increased by five dollars (\$5.00) prior to the open enrollment period, with new rates effective September 1, 2020.

Should the cash balance (adjusted for stop loss reimbursement due to claims exceeding the individual and/or aggregate stop loss limits) of the combined elementary and secondary Health Insurance Trust Fund drop ten million five hundred thousand dollars (\$10,500,000) as reported on any one of the following quarterly report dates (September 30, 2020; December 31, 2020 or March 3, 2021) the District will commence the following month to make an additional contribution of ten dollars (\$10.00) per month for each eligible bargaining unit member. The increased District contribution of ten dollars (\$10.00) will remain in effect through June 2022. Under no

circumstances during the term of this agreement will the District be obligated for more than the six hundred eighty-three dollars (\$683) per month per eligible bargaining unit member and the District contribution will revert to six hundred seventy-three dollars (\$673) per eligible bargaining unit member per month effective July 1, 2022.

The language covering additional contributions to the Insurance Trust Fund as stated in the above paragraphs will sunset on June 30, 2022.

C. Retirement

Continuation of Insurance During Retirement: Retiring employees will be allowed to continue participation in District insurance program(s) at their own expense when such participation is allowed by the carrier(s). These individuals shall make payments directly to the District business office.

D. Duration of Insurance Contribution

An employee is eligible for School District contribution as provided in Section (A) above, as long as the employee is in pay status or under Family Medical Leave Act. Upon termination of employment during the school year, all District contributions shall cease effective at the end of the month of contribution. In the event of a resignation or termination at the end of the school year, contributions shall remain in effect through the months of June, July and August.

E. Claims Against the School District

It is understood that the School District's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

F. Insurance Committee

The District Insurance Committee shall review and make recommendations to all District employee groups and the Board of Trustees on matters concerning the District's insurance program. This committee shall be composed of representatives selected from each of the District's employee groups based on a pro-rata distribution depending upon total membership. The Organization shall appoint the committee members representing those employee groups covered by this Agreement. The total size of the committee shall not exceed ten (10) members plus two (2) administrators, one of which must be the plan administrator. This committee shall function for the duration of the Agreement.

G. Reopener

If a session of the Montana Legislature enacts a statewide K-12 Public School Health Insurance Program during the term of this Agreement, the parties mutually agree to bargain over the impact of participating in the program provided either party gives notice to the other within ninety (90) days of the enactment of its intention to bargain over these matters.

8.3 TRAVEL

A. Employees required by the District to use their own vehicles during the course of their employment shall be reimbursed pursuant to Board Policy Rate.

B. When travel is authorized but not required, provided it is job related and beneficial for the employee and employer, reimbursement at an agreed upon rate may be arranged between the employer and the employee, provided an agreement to this effect is reached between the employee and employer prior to the travel.

**ARTICLE 9: VACANCIES, ASSIGNMENTS,
LAY-OFFS, DISPLACEMENT**

9.1 SENIORITY

- A.** There shall exist one (1) seniority list for employees covered by this agreement. Seniority shall be calculated from the employee's most recent date of hire with the District. If more than one (1) employee has the same seniority computation, seniority ranking shall be determined first by total hours worked after July 1, 1993 then by lot.
- B.** Seniority shall cease upon termination of employment. When employees are laid off due to a reduction in force, the employee shall retain his/her seniority status for a period of two (2) years.
- C.** By January 30th of each year, the District will provide the Organization with a list showing the seniority of each employee in the bargaining unit. The District will post a current list in the Administration building which will be available for inspection during regular working hours by any employee and at each work site in the District on an employee accessible bulletin board. To be considered, challenges to this seniority list must be timely filed as a grievance pursuant to the grievance procedure.

9.2 FILLING VACANCIES

A. Definitions

- 1. Vacancy:
Any bargaining unit position either newly created or a present position the District has determined to fill.
- 2. [Moved to 9.2D]
- 3. [Moved to 9.2E]
- 4. Shift:
The District shall assign all employees to either day shift or night shift. A position shall be considered day shift if the majority of the hours worked are between 6:00 a.m. and 6:00 p.m. A position shall be considered night shift if the majority of hours worked are after 6:00 p.m.
- 5. An employee may apply for a position in order to increase total hours of employment. Such request shall be considered a reassignment if the application is for a position in the same job title and for voluntary transfer if the position is in a different job title.
- 6. Displacement:
An employee is considered displaced if his or her position in the District has been eliminated by a school reorganization or closure, elimination of the program to which he or she is assigned, or by a change in student numbers requiring fewer employees in an assignment at a work site.

B. In-Building Movement

Whenever a position within a building is available, the immediate supervisor may assign employees within the same job title (except secretaries who, for purpose of in-building movement are all considered within the same job title) to that position prior to the position being posted as a vacancy. For purposes of In-Building Movement all administrative buildings are considered a single building.

C. Posting Vacancies

1. The District shall post all vacancies within thirty (30) calendar days. However, should the District determine not to fill a vacancy within the time provided, it shall notify the Organization and the applicants, if any, of that intent.
2. Whenever the District determines that a vacancy is to be filled, the District shall post notice of such vacancy within the bargaining unit. Any employee may apply for either reassignment or voluntary transfer. The posting shall be placed on the job vacancies bulletin board established at each work site and shall include:
 - a. classification (job title) of the position
 - b. pay for the position
 - c. deadline for applications
 - d. qualification criteria

Whenever possible, a standard posting shall be used for vacancies. Job postings shall be posted on the District website. Postings will include PERS/TRS eligibility as determined by PERS/TRS.

3. All vacancies for positions will be posted for five (5) business days within the bargaining unit before being advertised outside of the bargaining unit. In the event that extenuating circumstances create a hardship to the instruction program, the Organization President shall be notified and concurrent posting/advertising shall occur.
4. Any casual/temporary employees employed in the same position for ninety (90) days will be considered "in-house" for the purpose of applying for the posted position, providing they meet all position qualifications.

D. Reassignment

Definition: Change of assignment from one building to another or one shift to another within the same job title (job classification) at the request of the employee.

Employees wishing to be reassigned within the same job title may apply for a posted vacancy.

When evaluating such requests the District shall consider the requesting employees qualifications, training, experience and seniority. For the purpose of reassignment, all secretarial positions shall be considered within the same job title.

Seniority shall be a minimum of ten percent (10%) of the total score. Employee seniority shall be applied on a proportional basis with the most senior employee being awarded the minimum ten percent (10%).

The District shall interview the three (3) most senior bargaining unit applicants (if such exist), for a vacancy.

Should a custodian apply for a reassignment to a position which requires a boiler's license, the custodian shall be given equal consideration to other applicants whether or not he/she currently holds a boiler's license provided he/she can secure such license in a timely manner.

E. Voluntary Transfers

Definition: Change of assignment from one job title to another at the request of the employee.

Employees wishing to be voluntarily transferred may apply for a posted vacancy.

The District will first consider all applicants for reassignment before considering applicants for voluntary transfer. Should the District believe the pool of applicants for reassignment is not acceptable under the provisions of this contract the District may consider the applications from current employees, by seniority, for a voluntary transfer. The District may also include for consideration an applicant for reassignment provided it has notified the Organization and the employee of its intent.

When evaluating requests for voluntary transfer, the District shall consider the requesting employees qualifications, training, experience and seniority.

Seniority shall be a minimum of five percent (5%) of the total score, employee seniority shall be applied on a proportional basis with the most senior employee being awarded the minimum five percent (5%).

The District shall interview the three (3) most senior bargaining unit applicants (if such exist) for a vacancy provided the applicant meets the minimum qualifications as listed on the job posting.

F. Hiring from Outside the District

Should the District believe the pool of applicants for transfer is not acceptable under the provisions of this contract, not fill the vacancy through either D. or E. of this Article, they may advertise the position to the public. The District may also include for consideration an applicant for transfer provided it has notified the Organization and the employee of its intent.

An employee who failed to apply for a reassignment or voluntary transfer during the internal posting period may apply when the position is posted to the public.

Whenever the District develops and uses a scored procedure to evaluate applicants, applicants employed by the District shall have ten percent (10%) preference on each individual's total score from their total score. Should the District not use a scored procedure, District employee applicants shall be given a similar advantage.

G. In-District Status when applying for Certified Positions

MMCEO bargaining unit members who meet the qualifications for vacant certified positions will be included as In-District applicants after the teacher In-District Voluntary Transfer arenas as set forth in Article 7-3 (Placement process), A – 7 (Voluntary Transfers) of the CBA between the Missoula EA and MCPS are complete but before Certified positions are posted out to the public. The In-District applicant process for MMCEO members applying as In-District applicants for teaching positions will follow the same process (and practice) as set forth in Article 7-3 (Placement Process) of the CBA between the Missoula EA and MCPS except that MMCEO bargaining unit members will only have one 'arena' In-District interview event. After the MMCEO

'arena' process is complete, any teacher openings posted subsequently are open to District employees and the public concurrently.

9.3 APPLICATIONS

In order to promote reassignment and voluntary transfers of current employees, the employees are encouraged to update their placement file, including but not limited to an updated resume, a new application of employment, and recent letters of recommendation. Additionally, the District will periodically conduct training seminars for interested employees on application procedure and interview techniques.

9.4 OUTSIDE ASSIGNMENTS

Any bargaining unit member assigned to a non-bargaining unit position on a temporary basis shall remain in the bargaining unit until such time as he/she is not filling the position on a temporary basis.

9.5 INVOLUNTARY REASSIGNMENT

- A.** The District may involuntarily reassign employees from one work site (building) to another. The reasons for such reassignment shall include but not be limited to:
1. facilitate layoffs,
 2. reduce situations of overstaffing at a work site,
 3. disciplinary reasons,
 4. eliminate situations between an employee and an immediate supervisor or other employee which have created a disruptive/hostile work environment.

The affected employee will be personally notified if he/she is involuntarily reassigned and will, upon request, be granted a meeting with the Human Resources Director to discuss the matter. The request must be made within five (5) working days after the notice of reassignment has been received. If, after the meeting, the Human Resources Director still intends to affect the reassignment, that decision will be final.

- B.** Should the reassignment be the result of layoff or overstaffing, the District shall solicit volunteers from employees in the affected building(s) prior to making such changes. Volunteers shall be evaluated pursuant to the criteria in Section 9.7B.
- C.** The District will provide ten (10) working days advance notice to an employee being involuntarily reassigned, except in cases when the change is agreed to by the employee being involuntarily transferred.

9.6 DISPLACEMENT PROCESS - FOR PARA-EDUCATORS ONLY

- A.** A para-educator may be identified as displaced if his or her position in the District has been eliminated by school reorganization or closure, elimination of the program to which he or she is assigned, or by a change in student numbers requiring fewer employees in an assignment in a program in which he or she is assigned at a work site. A para-educator will be notified no less than five (5) working days in advance of being assigned to a different school or location. This requirement may be waived by the employee.

- B. If there are no volunteers to be displaced, the least senior in the assigned program shall be deemed displaced. If the para-educator does not accept an offered open position, the Human Resource Office personnel will assign him or her under the Involuntary Reassignment provision in this C.B.A. If there is no open position for which the para-educator is qualified then the provisions of Article 9.8 (Layoff) of the C.B.A. shall apply.

9.7 TRIAL PERIOD

In the event a bargaining unit member is selected for a vacancy or voluntary reassignment/voluntary transfer, that employee shall be given a twenty (20) work day trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required to the District's satisfaction during the trial period, or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

9.8 LAYOFF

- A. In the event of a reduction in force, the Organization will be notified and employees will be laid off in the order of least seniority within job titles. For the purpose of layoff, all secretarial positions will be considered within the same job title. If the displaced employee is not the least senior employee in the job title, he/she may displace one of the five least senior employees (if such exists) within the displaced employee's job title. Any person displaced pursuant to the foregoing may in turn displace a less senior employee in the same job title until there is no more than one less senior employee remaining in the job title. At that point he/she may exercise his/her rights as listed below.
- B. An employee identified/scheduled for layoff may displace an employee in an equal or lower pay classification for which that employee has qualifications and/or experience. An employee displaced from his/her job title who wishes to displace a less senior employee in another job title may select the position of one of the three (3) least senior employees (if such exists) in positions for which the displaced employee is qualified and/or experienced. Any person displaced pursuant to the foregoing may in turn displace a less senior employee if one exists.
- C. Any employee who is displaced or otherwise identified/scheduled for layoff shall forfeit the right to displace another employee if he/she does not make application for such displacement with the Human Resources Office no later than five (5) working days from time of notification.

9.9 RECALL

- A. Whenever there is a vacancy in a bargaining unit position, and after any in-building movement has taken place, and/or voluntary transfers occur regarding that position and subsequent positions, a laid-off employee who is qualified to perform the work in question will be recalled in order of seniority for those vacancies in his/her job title.
- B. Notice of recall will be given by Certified Mail Return Receipt Requested to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Organization President. If an employee fails to respond within seven (7) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.

- C. An employee who is laid-off will remain in the recall list for two (2) years after the effective date of layoff unless the employee:
 - 1. waives recall rights in writing
 - 2. resigns
 - 3. fails to accept three offers of recall
 - 4. fails to report as instructed in the recall notice to work in a position that the employee has accepted unless prior arrangements have been made with the Human Resources Office.

9.10 LAYOFF BENEFITS

- A. During the period of layoff, the employee may choose to continue participation in the health insurance program at their own expense.
- B. All benefits contained within this Collective Bargaining Agreement to which employees were entitled at the time of their layoff will be restored to them upon returning to active employment.

ARTICLE 10: GRIEVANCE/ARBITRATION PROCEDURE

10.1 GRIEVANCE DEFINITION

A "grievance" shall mean an allegation by a grievant resulting in a dispute or disagreement with the School District as to the interpretation or application of terms and conditions contained in this Agreement. The "Grievant" shall be defined as an employee and/or the Organization.

10.2 REPRESENTATIVE

The School District may be represented during any step of this procedure by its designated representative. The grievant may be represented during any step of this procedure by the Organization. In the event an employee does not desire representation by the Organization, the Organization retains the right to be present at all levels. With the consent of the grievant, the Organization on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

10.3 DEFINITIONS AND INTERPRETATIONS

- A. **Extension**
Time limits specified in this Agreement may be extended by mutual agreement.
- B. **Days**
Reference to days regarding time periods in this procedure shall refer to working days.
- C. **Computation of Time**
In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.

D. Filing and Postmark

The filing or service of any notice or document herein shall be timely if it is personally served, or if it bears a certified postmark of the United States Postal Service within the time period.

E. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor on the appropriate form (Appendix B), setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred, or within twenty (20) days of the time the grievant through the use of diligence should have known of the alleged grievance. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the grievant and the immediate supervisor.

F. Exceptions to Time Limits

1. When a grievance is submitted on or after June 1, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through this grievance procedure until resolution.

G. Adjustment of Grievance

The School District and the grievant shall attempt to adjust all grievances which may arise during the course of employment of any grievant within the School District in the following manner.

1. Level I:

If the grievance is not resolved through an informal meeting between the immediate supervisor and the grievant, the grievant may, in compliance with Section 4, submit the grievance in writing to the immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days of receipt of the written grievance.

2. Level II:

In the event the grievance is not resolved at Level 1, the decision rendered may be appealed to the Superintendent, provided such appeal is made in writing within ten (10) days after receipt of the decision on Level 1.

If the grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall meet with the grievant within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties involved.

3. Level III:

If the grievance has not been resolved at Level 2, the grievance may be presented to the Board of Trustees for consideration, provided such appeal is made in writing within ten (10) days after the receipt of the decision at Level 2. The Board or a subcommittee thereof or a designee of the Board shall, within ten (10) days meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of ten (10) days in which to answer the grievance in writing.

4. Denial of Grievance:
Failure by the School District to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the grievant may appeal it to the next level. This shall not negate the obligation of the School District to respond in writing at each level of this procedure.
5. Step Waiver:
Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

H. Arbitration

1. Procedure:
In the event that the parties are unable to resolve a grievance, it may be submitted at the option of the Organization together with the grievant, to arbitration as defined herein, provided a notice of appeal to arbitration is filed in the office of the Superintendent within ten (10) days of the receipt of the decision of the School District in Level 3.
2. Selection of Arbitrator:
Upon submission of a grievance to arbitration under the terms of the procedure, the parties shall, within five (5) days after receipt of the notice provided in 1, above, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached after five (5) days, the Organization may request within ten (10) days, the Board of Personnel Appeals to submit to both parties a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking names in alternate order. The name remaining shall be the arbitrator. Failure by the Organization together with the grievant to request an arbitration list within the time periods provided herein shall constitute a waiver of the grievance.
3. Hearing:
The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.
4. Decision:
The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing, or within twenty (20) days after the deadline for mailing of post hearing briefs, if the arbitrator so instructs. The arbitrator's decision will be in writing and will set forth his/her findings of fact reasoning, and conclusions on the issues submitted. Decisions by the arbitrator, in cases properly before him/her shall be final and binding upon the parties, subject however to the limitations of arbitration decisions as provided by Montana Law.
5. Expenses:
Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case. The parties shall share equally fees and expenses of the arbitrator, including the cost of the list of potential arbitrators, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. In the event one party orders a transcript of the arbitration, that party shall pay all costs thereof. When both parties desire a copy, the costs shall be equally shared.

6. Jurisdiction:
The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement. The arbitrator shall not have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.

I. Miscellaneous Provisions

1. Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
2. Any agreement between the District representative at any level and the grievant shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
3. Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the work day, persons required to participate in the hearings shall be excused without loss of pay or other benefits.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. It is agreed that a grievance may be processed only until another form of appeal, outside of the District, is elected. At that point, the grievance shall be considered withdrawn.

ARTICLE 11: MAINTENANCE OF BENEFITS

11.1 AGENCY FEE EXEMPTION (Section removed 6/30/2016)

11.2 PAID LUNCH BREAKS

During the life of this contract, any employee who had a paid lunch period during the 1993-94 school year shall continue to enjoy that benefit so long as that employee retains his/her 1993-94 position. Position is defined as the same job title within the same work site.

Employees who currently enjoy the paid lunch period and who are voluntarily reassigned will not receive the paid lunch period if the reassignment occurs after July 1, 1998.

11.3 ADDITIONAL PAID VACATION DAYS

Those employees who were employed by Missoula County High Schools during the 1993-94 school year and who received holidays in addition to those listed in this section pursuant to a Collective Bargaining Agreement which covered their employment with Missoula County High Schools shall be credited with two additional days vacation leave credits on September 1 of each year that this contract is in effect.

11.4 PERSONAL LEAVE DAY

Those employees who were employed during the 1993-94 school year by Missoula County High Schools under either the Montana Federation of Teachers or Custodial Collective Bargaining Agreements shall receive one (1) personal leave day each year for the duration of this contract. This leave day must be requested three (3) days in advance and taken in four (4) hour increments.

11.5 PAY FOR CEU CREDITS

Any employee currently being paid for previously earned CEU credits shall continue to be paid for such credits.

ARTICLE 12: EFFECT OF AGREEMENT

12.1 AGREEMENT ALL INCLUSIVE

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

12.2 COMPLETE AGREEMENT

Except as expressly provided elsewhere in this Agreement nothing contained herein requires either party to negotiate the terms of this contract during the effective period of this contract. For the terms of this Agreement Current Language shall be made in any provision of this agreement unless it is by mutual written agreement by the parties. Should negotiations be held on an item, this contract remains in effect until negotiation is successfully completed and confirmed by both parties.

12.3 SAVINGS CLAUSE

If any provision of this agreement or any application thereof is finally held to be contrary to law by a court of competent jurisdiction then such provision or application shall be deemed invalid but all other provisions/applications shall continue in full force and effect.

12.4 DUPLICATION AND DISTRIBUTION

The Board shall make a copy of this Agreement available to each member of the bargaining unit within thirty (30) days after this Agreement is signed. At the same time, twenty-five (25) copies shall be made available to the Organization. Additionally, upon employment, each new hire shall be provided a copy of this Agreement.

ARTICLE 13: DURATION

13.1 NO STRIKE/NO LOCKOUT PROVISION

The Organization shall not engage in a strike, defined as any concerted action for the purposes of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligation of employment during the period that this Agreement is in full force and effect. The District shall not engage in a lock out.

13.2 EFFECTIVE DATES

This agreement shall become effective July 1, 2019. It shall remain in effect until June 30, 2022. Any retroactive pay will be made in a separate check.

13.3 REOPENER

If either party wishes to alter the terms of this agreement on July 1, 2022, it shall deliver written notice of this intention to the other party no later than December 15, 2021.

SIGNATURES AND DATES

This agreement is signed this _____ day of _____, 2019.

For the Organization:

For the District:

Sheri Postma, President MMCEO

Marcia Holland, Chair Board of Trustees

Carleen Hathaway, Bargaining Chair

Patrick McHugh, Board Clerk

APPENDIX A
2019-2022
JOB TITLES within Pay Grades

PAY GRADE A	PAY GRADE E
	Administrative Secretary
PAY GRADE B	Bookkeeper
Food Service Transport Helper	Custodian/Activities Coordinator
Food Prep/Cashier– High School	English Language Learner Tutor
Kitchen Helper	Groundskeeper
Sanitation Worker	LPN ^{2,6}
	Media Catalog Technician
PAY GRADE C	Payroll Technician
ABE Test Technician	Purchasing Specialist
Assistant Head Cook – High School	Physical Therapy Assistant
Baker	Records Clerk
Cook	Sign Language Model
Cook/Cashier– Elementary	Stadium Coordinator/Groundskeeper
Computer Lab Monitor	
Secretary I	PAY GRADE F
	Agriculture Center Operations Assistant
PAY GRADE D	Braille Specialist
Accounts Payable Clerk	Catalog and Systems Specialist
Attendance Clerk	Certified O.T. Assistant (COTA) ²
Custodian	IEFA Cultural Liaison
Dray Driver	Maintenance Coordinator
Equipment Manager	Media Technical Specialist
Family Resource Specialist (Title 1)	Native American Community Specialist
Food Service Coordinator	Native American Educational Specialist
Food Service Driver	Orientation & Mobility Specialist
Head Cook High School ¹	Social Worker
Health Assistant ⁶	Warehouse Coordinator
Lead Cook ¹	
Lead Baker ¹	PAY GRADE G
Media Assistant	Adult Education Specialist
Paraeducator ⁵	District PC/Network Technician
Payroll Clerk	Federal Grants Coordinator
Print Shop Technician	Federal Projects Coordinator
Receptionist	Hardware/Software Specialist
Secretary II	Help Desk/Network Technician
Substitute Dispatcher - Custodial	Speech/Language Assistant
Warehouse Worker	
	PAY GRADE H
	Data Manager
	Educational Sign Language Interpreter
	Information System Specialist
	Network Systems Coordinator
	PC Network Tech II

APPENDIX A-1 (Footnotes)

2019 – 2022

Wage Adjustments, Differentials, Stipends, Movement between Pay Grades

1. Head Cook, Lead Baker and Lead Cook (Central Kitchen) receive \$.50 per hour differential.
2. The District shall pay for the licensure of LPNs and Certified OT Assistants.
3. MCPS Facilitator Stipend Fee
 - A. Classified employees who serve as presenters for MCPS in-services will be compensated at a rate established by the District (See Article 8.1; I. 4). If the in-service is during regular work hours for a staff member, the staff member will be paid the presenter rate or their regularly hourly rate, whichever is higher.
 - B. Classified employees receiving training as MCPS professional development trainers/facilitators will receive the same rate of pay or stipend as certified personnel engaged in the same training or their hourly rate, whichever is greater.

Classified employees who serve as trainers for MCPS professional development in-services will be compensated at the same rate of pay as certified personnel who are providing the same professional development in-services as classified trainers or their hourly rate, whichever is greater.
4. Para-educators working in SLP, ISLP, BIR, Extended Resource, and Life Skills programs receive fifty cents (\$0.50) per hour differential.
5. LPNs and Health Assistants entry level is Step 5 in their respective paygrades.

APPENDIX A-2

SALARY MATRIX 2019 – 2020

2019-2020	Yr Emp	A	B	C	D	E	F	G	H
Step 1	0	10.51	11.01	12.12	13.22	14.58	16.14	17.90	19.66
Step 2	1	10.71	11.22	12.34	13.49	14.85	16.44	18.20	19.96
Step 3	2	10.91	11.43	12.56	13.76	15.12	16.74	18.50	20.26
Step 4	3	11.11	11.64	12.78	14.03	15.39	17.04	18.80	20.56
Step 5	4	11.31	11.85	13.00	14.30	15.66	17.34	19.10	20.86
Step 6	5	11.51	12.06	13.22	14.57	15.93	17.64	19.40	21.16
Step 7	6	11.71	12.27	13.44	14.84	16.20	17.94	19.70	21.46
Step 8	7	11.91	12.48	13.66	15.11	16.47	18.24	20.00	21.76
Step 9	8	12.11	12.69	13.88	15.38	16.74	18.54	20.30	22.06
Step 10	9	12.31	12.90	14.10	15.65	17.01	18.84	20.60	22.36
Step 11	10	12.51	13.11	14.32	15.92	17.28	19.14	20.90	22.66
Step 12	11	12.71	13.32	14.54	16.19	17.55	19.44	21.20	22.96
Step 13	12	12.91	13.53	14.76	16.46	17.82	19.74	21.50	23.26
Step 14	13	13.11	13.74	14.98	16.73	18.09	20.04	21.80	23.56
Step 15	14	13.31	13.95	15.20	17.00	18.36	20.34	22.10	23.86
Step 16	15	13.51	14.16	15.42	17.27	18.63	20.64	22.40	24.16
Step 17	16	13.71	14.37	15.64	17.54	18.90	20.94	22.70	24.46
Step 18	17	13.91	14.58	15.86	17.81	19.17	21.24	23.00	24.76
Step 19	18	14.11	14.79	16.08	18.08	19.44	21.54	23.30	25.06
Step 20	19	14.31	15.00	16.30	18.35	19.71	21.84	23.60	25.36
Step 21	20	14.51	15.21	16.52	18.62	19.98	22.14	23.90	25.66

SALARY MATRIX 2020 – 2021

2020-2021	Yr Emp	A	B	C	D	E	F	G	H
Step 1	0	10.91	11.41	12.52	13.62	14.98	16.54	18.30	20.06
Step 2	1	11.11	11.62	12.74	13.89	15.25	16.84	18.60	20.36
Step 3	2	11.31	11.83	12.96	14.16	15.52	17.14	18.90	20.66
Step 4	3	11.51	12.04	13.18	14.43	15.79	17.44	19.20	20.96
Step 5	4	11.71	12.25	13.40	14.70	16.06	17.74	19.50	21.26
Step 6	5	11.91	12.46	13.62	14.97	16.33	18.04	19.80	21.56
Step 7	6	12.11	12.67	13.84	15.24	16.60	18.34	20.10	21.86
Step 8	7	12.31	12.88	14.06	15.51	16.87	18.64	20.40	22.16
Step 9	8	12.51	13.09	14.28	15.78	17.14	18.94	20.70	22.46
Step 10	9	12.71	13.30	14.50	16.05	17.41	19.24	21.00	22.76
Step 11	10	12.91	13.51	14.72	16.32	17.68	19.54	21.30	23.06
Step 12	11	13.11	13.72	14.94	16.59	17.95	19.84	21.60	23.36
Step 13	12	13.31	13.93	15.16	16.86	18.22	20.14	21.90	23.66
Step 14	13	13.51	14.14	15.38	17.13	18.49	20.44	22.20	23.96
Step 15	14	13.71	14.35	15.60	17.40	18.76	20.74	22.50	24.26
Step 16	15	13.91	14.56	15.82	17.67	19.03	21.04	22.80	24.56
Step 17	16	14.11	14.77	16.04	17.94	19.30	21.34	23.10	24.86
Step 18	17	14.31	14.98	16.26	18.21	19.57	21.64	23.40	25.16
Step 19	18	14.51	15.19	16.48	18.48	19.84	21.94	23.70	25.46
Step 20	19	14.71	15.40	16.70	18.75	20.11	22.24	24.00	25.76
Step 21	20	14.91	15.61	16.92	19.02	20.38	22.54	24.30	26.06

SALARY MATRIX 2020 – 2021

2021-2022	Yr Emp	A	B	C	D	E	F	G	H
Step 1	0	11.31	11.81	12.92	14.02	15.38	16.94	18.70	20.46
Step 2	1	11.51	12.02	13.14	14.29	15.65	17.24	19.00	20.76
Step 3	2	11.71	12.23	13.36	14.56	15.92	17.54	19.30	21.06
Step 4	3	11.91	12.44	13.58	14.83	16.19	17.84	19.60	21.36
Step 5	4	12.11	12.65	13.80	15.10	16.46	18.14	19.90	21.66
Step 6	5	12.31	12.86	14.02	15.37	16.73	18.44	20.20	21.96
Step 7	6	12.51	13.07	14.24	15.64	17.00	18.74	20.50	22.26
Step 8	7	12.71	13.28	14.46	15.91	17.27	19.04	20.80	22.56
Step 9	8	12.91	13.49	14.68	16.18	17.54	19.34	21.10	22.86
Step 10	9	13.11	13.70	14.90	16.45	17.81	19.64	21.40	23.16
Step 11	10	13.31	13.91	15.12	16.72	18.08	19.94	21.70	23.46
Step 12	11	13.51	14.12	15.34	16.99	18.35	20.24	22.00	23.76
Step 13	12	13.71	14.33	15.56	17.26	18.62	20.54	22.30	24.06
Step 14	13	13.91	14.54	15.78	17.53	18.89	20.84	22.60	24.36
Step 15	14	14.11	14.75	16.00	17.80	19.16	21.14	22.90	24.66
Step 16	15	14.31	14.96	16.22	18.07	19.43	21.44	23.20	24.96
Step 17	16	14.51	15.17	16.44	18.34	19.70	21.74	23.50	25.26
Step 18	17	14.71	15.38	16.66	18.61	19.97	22.04	23.80	25.56
Step 19	18	14.91	15.59	16.88	18.88	20.24	22.34	24.10	25.86
Step 20	19	15.11	15.80	17.10	19.15	20.51	22.64	24.40	26.16
Step 21	20	15.31	16.01	17.32	19.42	20.78	22.94	24.70	26.46

**APPENDIX B
GRIEVANCE FORM**

Grievant: _____

Date Filed: _____

Work Site: _____

Position with District: _____

LEVEL I - PRINCIPAL OR IMMEDIATE SUPERVISOR

Nature of Grievance:

Contract Provision(s) Violated:

Action Requested or Relief Sought:

Signature of Grievant

Date

Decision of Immediate Supervisor:

Signature of Supervisor

Date

Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Grievant

Date

LEVEL II - SUPERINTENDENT

Date Received by Superintendent or Designee: _____

Decision of Superintendent or Designee: _____

Signature of Superintendent or Designee

Date

Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the next step of the grievance procedure.

Signature of Grievant

Date

LEVEL III - BOARD OF TRUSTEES

Date Received by Board of Trustees: _____

Decision of Board of Trustees: _____

Signature of Board

Date

Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to final and binding arbitration.

Signature of Grievant

Date

**TO BE FILED IN SEPARATE GRIEVANCE FILE SEPARATE
FROM PERSONNEL FILE OF AGGRIEVED
APPENDIX C
INFORMATION REGARDING FAMILY AND MATERNITY LEAVE**

FAMILY MEDICAL LEAVE

The Federal Family Medical Leave Act of 1993 (FMLA) allows "eligible" employees of a "covered" employer to take job protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of twelve work weeks in any twelve month period because of child birth, care of a new born child, adoption or placement of a child for foster care, care for a family member (child, spouse, or parent) with a serious medical condition or because the employee's own serious health condition makes the employee unable to perform his/her job. In certain cases this leave may be taken on intermittent basis or the employee may be allowed to work a part-time schedule. During this leave period, the employee is also entitled to have health benefits maintained as though the employee were working instead of taking leave. At the conclusion of the leave the employee generally has the right to return to the same position or an equivalent position with equivalent pay, benefits and working conditions. Missoula County Public Schools are covered by the act, however, only those employees who have been employed for at least one year and who have worked 1,250 hours during the preceding twelve months are eligible. (29 CFR 825.100 et, seq.) The Act is administered by the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, North West, Washington, D.C. 20201, telephone (202) 219-4753.

MATERNITY LEAVE

Section 49-2-310(1) MCA provides that it is unlawful for an employer to terminate a woman's employment because of her pregnancy. Section 49-2-310(2), MCA provides that it is unlawful for an employer or his agent to refuse to grant an employee a reasonable leave of absence for pregnancy. In determining the standards of reasonableness which shall apply to a request for a leave of absence for pregnancy, an employer shall apply standards at least as inclusive as those he applies to requests for leave of absence for any other valid medical reason. Section 49-2-310(5), MCA provides that an employee may not be required to take maternity leave for an unreasonable length of time. The reasonableness of the length of time for which an employee is required to take maternity leave shall be determined on a case by case basis. Section 49-2-311, MCA requires that an employee who has signified her intent to return at the end of her maternity leave shall be reinstated to her original job or an equivalent position. (ARM 24.9.1201 et, seq.) The Maternity Leave Act is administered by the Montana Human Rights Commission, Montana Department of Labor and Industry, P.O. Box 1728, Helena, Montana 59624-1728, telephone (406) 444-2884.