

AGREEMENT

This Agreement is entered into by and between the Board of Trustees, Colstrip School District 19, Rosebud County, Colstrip, Montana, hereinafter called the "District," and the Colstrip Classified Association, unit of the Montana Education Association/Montana Federation of Teachers and the National Education Association/American Federation of Teachers, hereinafter called the "Association."

ARTICLE I - ASSOCIATION RECOGNITION

1.1 Association Recognition

The Board hereby recognizes the Association as the exclusive representative of the employees for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.

ARTICLE II - DEFINITIONS

2.1 Appropriate Unit

The appropriate unit shall include all persons employed as (or as a combination of) attendance facilitators, secretaries, classroom para-professionals, habilitation technician, water safety instructors, central warehouse employees, custodian/maintenance employees, food service employees, bus drivers, network technicians, and mechanics. Those employees excluded are substitute employees, probationary employees, part-time employees (those employees working less than seventeen (17) hours per week), temporary employees (those employees working no more than one hundred thirty(130) working days), summer employees (those employees working less than ninety (90) work days during the summer break), casual employees, all coaches/sponsors, all students, school psychologists, student assistance coordinators, executive secretary, central office clerks, activities clerk, supervisors, all employees excluded by Section 39-31-103 MCA, licensed practical nurses, registered nurse (RN) and all other employees

2.2 Employee

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

2.3 District

The term "District" shall mean Colstrip School District 19, Rosebud County, Montana, and its Board of Trustees or its officials and representatives as designated by the Board of Trustees.

2.4 Association

The term "Association" shall mean the Colstrip Classified Association, unit of the Montana Education Association/ Montana Federation of Teachers and the National Education Association/American Federation of Teachers and its officers, agents, and representatives.

2.5 Superintendent

The term "Superintendent" shall refer to the chief administrative officer of the District.

2.6 Full-Time Employee

Full-time employees are those employees contracted for two hundred sixty (260) days twelve (12) months.

2.7 Seasonal Employees

Seasonal employees are those employees contracted for less than two hundred sixty (260) days twelve (12) months and more than thirty (30) consecutive work days.

2.8 Part-time employees

Part-time employees are those employees who are contracted to work less than seventeen (17) hours per week.

2.9 Probationary Employee

Newly hired employees shall be on probationary status for a period of sixty (60) working days after the original hire date. Probationary employees are not considered to be covered under the terms of this agreement. Benefits will begin to accrue on the original date of hire. Seniority status and service time for advancement on the salary schedule will be based on the original date of hire.

ARTICLE III - ASSOCIATION RIGHTS

3.1 Information

The District shall honor all reasonable requests from the Association for information to carry on its responsibilities as exclusive representative.

3.2 Association Business and Communications

The Association and its representatives will be permitted to conduct Association business on school property. The Association must notify the appropriate building administrator regarding the availability of facilities and scheduling.

The Association may post notices on staff bulletin boards. The Association may use the inter-district mail system and School District mail boxes for distribution of Association notices. Printed materials of general distribution to employees shall clearly and conspicuously identify that they are distributed and authorized by the Association.

The Association may use School District machines and equipment as long as the use does not interfere with the educational process and materials used, such as paper, are paid for by the Association. An exclusion is the reprographics room equipment.

All Association business and communication will be performed on off-duty hours.

3.3 Exclusive Rights of the Association

The rights and privileges of the Association as set forth in this Agreement shall be granted to the Association and to no other competing organization.

3.4 Pertinent Information

The President of CCA will be provided with a board agenda. The agenda will be made available at such time such agenda is made available to school board members and administrators.

3.5 Association Security

The District shall deduct in equal installments from the salary of each Association member who has given the District written authorization the amount of annual membership dues, fees, and other moneys. The District shall remit same to the treasurer of the Association within ten (10) working days following the last day of the month in which the deductions occur. The Association's membership application form will serve as the recognized authorization form. The Association shall certify to the District the amount of the annual dues and related moneys to be deducted.

3.6 Membership Representation Fee

The Association, as exclusive representative of all employees, will represent such persons fairly, whether members or not. Membership shall be available to all who apply and consistent with the Association's constitution and policies. For purposes of representation, each employee who is not an Association member shall pay to the Association an amount no greater than annual unified local membership dues as a condition of employment. The actual amount shall be determined by the Association and consistent with applicable laws. Each individual offer of employment will require written authorization for payroll deduction of either representation fee or membership dues by the employee or prospective employee. Such deductions will be handled in the same manner as dues deductions.

ARTICLE IV - EMPLOYEE RIGHTS

4.1 Personal Life

An employee's personal life shall not come under examination by the District unless it affects the student/employee relationship or the employee's professional performance.

4.2 Appearances Before Board

An employee shall be entitled to have an Association representative present when summoned to appear before the Board concerning any matter which the employee reasonably believes could adversely affect the conditions of the employee's employment. The Board shall give the employee adequate written notice of the reason for such meeting and of the right to representation.

4.3 Employee Discipline

Just Cause

No employee shall be disciplined, dismissed, or otherwise deprived of any employment advantages without just cause.

Probationary employees are not covered under this article.

A policy of progressive discipline will be followed which would normally include the following steps:

- A. Written warning
- B. Written reprimand.
- C. Suspension.
- D. Dismissal.

It is understood that these elements of discipline--written warning, written reprimand, suspension, or dismissal--may be implemented at any level by the Superintendent or immediate supervisor depending on the seriousness of the offense. Documentation will be placed in the personnel file for every disciplinary action.

No disciplinary material shall be placed in the employee's personnel file without the employee's knowledge. The employee shall be given the opportunity to read, sign, and date the material before it is placed in the file. The employee will have a chance to attach a written response within ten (10) days. The employee has the right to view all material in the file upon request.

Representation

The employee may request representation for any appearance before the Superintendent, Administrator and or Supervisor concerning any matter which the employee reasonably believes could affect the conditions of the employees' employment.

4.4 Uniform Application

The terms and conditions of this Agreement shall be interpreted and uniformly applied throughout the District.

ARTICLE V - MANAGEMENT RIGHTS

5.1 Transfer

Whenever possible, transfers will be made within the District's classified personnel to fill vacancies on the classified staff, in-house listings will be posted for all classified vacancies with notices sent to the CCA President or his/her designee, posted on the web site (www.colstrip.k12.mt.us) and posted in each school building. If an employee is interested in a transfer to a vacated position, a letter of interest must be submitted to the supervisor and the Superintendent. An employee may be transferred within the District upon approval of the Superintendent or his/her designee when it is determined to be in the best interest of the District. When an employee is assigned the duties and responsibilities of a different job classification, an appropriate change may be made in his/her salary.

5.2 Notification of Transfer

Any classified employee transferred (voluntarily or involuntarily) shall receive notice of the transfer in writing. The notice shall state the position the employee is being transferred from and the position the employee is being transferred to, as well as the hourly rate of pay in the new position.

5.3 Job Description

Each employee shall receive a written job description with his/her initial contract, when the job description changes, and when the employee is transferred to another classification. A file (paper or electronic) containing the job descriptions of the bargaining unit positions shall be given to the President of the Association.

5.4 Management Rights

The Association recognizes that the District is not required to and is not permitted to meet and negotiate on matters of inherent managerial prerogatives. The District shall retain without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law to establish school policy of operation including, but not limited to the right:

- A. To exercise the executive management and administrative control of the school

system and its properties, facilities, programs, and the contracted activities of its employees.

- B. To employ and re-employ all personnel, determine their qualifications for employment and work assignments; and further to promote, demote, or dismiss such personnel as provided by the law and this agreement.
- C. To consolidate or eliminate any position as it determines at any time.

5.5 Supervision

The general supervision of employees shall be the duty of the Superintendent. The Superintendent may, however, delegate supervisory responsibilities to other administrators or supervisors.

5.6 Effect of Laws, Rules and Regulations

The Association shall recognize the rights, obligations and duties of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives, and orders in so far as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement. The parties further recognize that the School District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives and orders shall be null and void and without force and effect.

ARTICLE VI - REDUCTION IN FORCE

6.1 Reduction in Force

In situations where the Board finds it necessary to reduce the number of positions within a job classification because of lack of work or funds, or under conditions when continuation of such work is inefficient or nonproductive, the District will offer to transfer the affected employee into an open position for which the employee qualifies before lay off. If a lay-off becomes necessary, the Board will use the following criteria for reducing the work force:

- A. Seniority by job classification- Total years of service to the District, unless specialized training of a less senior employee is required. Training is defined as a condition of employment with the District when hired, or when those services would be contracted out in the employee's absence. (If employees have the same years of service and no specialized training is required, proceed to B)
- B. Needs and requirements of the District. (If equal, proceed to C)
- C. Evaluations (If equal, proceed to D.)
- D. Recommendation of immediate supervisor(s).

6.2 Seniority List

By December 1 of each year the District shall post a seniority list of all unit employees at each work site.

ARTICLE VII - RECALL PROCEDURE

- 7.1 The District shall maintain a roster of employees who have been laid off and shall offer reinstatement on the "last out/first-in" basis in job classification. An employee shall be reinstated to the same position or a position in the same class when such position becomes vacant if such a vacancy occurs during the employee's preference period, which is twelve (12) months.
- 7.2 The employee must accept or reject the reinstatement offer in writing within five (5) working days following receipt of the offer. If a reinstatement offer is rejected by the employee, he/she loses preference status.
- 7.3 Upon recall from a lay-off or upon placement of an employee during the preference period, the employee's salary and seniority shall be determined as if the employee had never been laid off; and the normal qualifying period for use of vacation leave and sick leave shall be waived.
- 7.4 Placement on the salary schedule for moving to the next experience step in the year following a recall will be determined under the provisions of Article XIII, Section 13.1, Subsection B.
- 7.5 When an employee chooses to be reinstated to a different classification than the one held at layoff, the situation shall be treated as a voluntary transfer under the pay plan rules. The employee shall receive the same step as the position from which he/she was laid off, but at the grades assigned to the new position.
- 7.6 All privileges extended by this rule expire at the end of the twelve (12) month preference period.

ARTICLE VIII - WORK SCHEDULE

8.1 Work Schedule

The work schedule of classified employees will be determined by the needs of the District. Work schedules may be altered at the discretion of the Superintendent.

The number of work days and hours will be specified in the employment contract and may vary among employees according to the needs of the District. Notice of any changes in the number of work days or work hours shall be in writing.

Bus drivers shall be paid actual time worked for cleaning buses not to exceed two (2) hours per month. Under special circumstances the Supervisor may approve cleaning time up to six (6) hours per month. Bus drivers will be paid actual time worked for cleaning buses at the end of the school year not to exceed four (4) hours. Under special circumstances the Supervisor may approve additional cleaning time up to ten (10) hours.

Employees may be allowed to work regular contracted hours on non-vacation early-out days upon prior arrangement with their supervisor.

8.2 Meetings

As the need arises, the District may schedule meetings for classified employees. Employees will be paid when required to attend such meetings outside the regular work day.

8.3 In-service

The District shall make every effort to provide an appropriate in-service for each classified group yearly at regular pay.

Attendance at District in-services will be with the supervisor's approval and will count toward the total contracted days worked.

8.4 Lunch/Rest

Lunch breaks are mandatory and will be taken daily. The work supervisor has the right to set scheduled lunch break times.

A rest break may be scheduled at the discretion of the work supervisor. If scheduled, the break will be taken in a non-work area and will not interfere with the work of others.

8.5 Medical Examination

The Superintendent may require an employee to take a medical examination from a licensed physician at any time.

All school bus drivers employed by the District will have physical examinations in accordance with state requirements.

When a physical is required by the District, any cost not covered by health insurance will be reimbursed by the District for employees under contract.

ARTICLE IX - EVALUATION

9.1 Classified personnel shall be evaluated a minimum of one time yearly.

9.2 Evaluations will be completed by January 31 of each calendar year. Evaluations that show need for improvement shall be revisited and documented by April 15 of that same year. All evaluations will be prepared on the forms supplied by the School District and discussed with the employee. The evaluation will be submitted to the office of the Superintendent.

ARTICLE X - LEAVES

10.1 Leave Request

All requests for leave will be made on the appropriate District form. The employee shall submit the completed form to his/her supervisor for approval prior to an absence unless the leave is the result of an unexpected illness. The supervisor will consider approval on the basis of the employee's eligibility for leave. If approved by the supervisor, the request will be forwarded to the Superintendent or his/her designee.

The Superintendent will consider the leave request on the basis of workload, accumulated leave time, and other conditions of this Agreement.

When a leave is denied, the employee will be notified.

10.2 Vacation Leave

Classified employees are entitled to vacation leave with pay after they have been continuously employed for six (6) months. Vacation leave is earned from the first day of employment.

Rate of earnings will be in accordance with state law.

Vacation leave will not be granted on days immediately preceding or following student holidays or

vacations, or during the first five (5) days and the last five (5) days of the school year.

Vacation leave will be granted according to the earliest dated leave request. Allowance may be made to these rules at the discretion of the Superintendent or his/her designee, considering the needs of the district.

Accumulation: Annual vacation leave may be accumulated in accordance with state law.

Vacation leave must be taken during scheduled working days. Vacation leave cannot be used to extend a contract. Employees may sell unused vacation leave during scheduled student holidays at no more than their contracted hours per day. Employees may sell unused vacation leave at the end of the contract year in accordance with state law. Vacation hours sold combined with actual hours worked will not exceed forty (40) hours per week. (MCA 2-18-617).

In event of an emergency and/or hardship experienced by an employee, the Superintendent may allow the employee to sell back vacation leave at other times during the year.

10.3 Sick Leave

Sick leave with pay shall be granted whenever an employee's absence is found to have been due to the illness of the employee or a member of the employee's immediate family, which prevents attendance on the job and performance of duties for that day(s). Sick leave shall be available for medical and dental appointments.

Immediate family is defined as the employee's spouse, child or foster child, or parent.

Up to ten (10) days sick leave with pay may be used per contract year by an employee in the event of a disabling illness or death of the employee's grandparents, grandchild, brother, sister, father-in-law, or mother-in-law.

Sick leave for a death in the immediate family beyond twenty (20) consecutive work days may be granted, subject to the approval of the Superintendent or his/her designee.

Eligibility. Employees are entitled to sick leave with pay after they have been continuously employed for ninety (90) days. Sick leave is earned, however, from the first full pay period. Sick leave is earned at the rate specified in state law. There is no restriction as to the maximum number of days of sick leave that can be accumulated.

Termination of Employment. An employee who terminates employment with the District is entitled to payment as specified in state law.

Bereavement Leave. Up to three (3) days of sick leave will be allowed annually at full salary for employees to attend funerals.

Verification. From time to time, the District may require a doctor's or dentist's statement setting forth the fact that the employee and/or other individual(s) is/was ill or had a doctor's or dentist's appointment and/or the expected day of recovery. The District does not establish any precedent and/or practice by requesting or not requesting a doctor's or dentist's statement.

10.4 Leave Bank

An employee may be allowed to establish and draw from the Classified Sick Leave Bank in an emergency by applying for and receiving approval of the supervisor and the Superintendent. These days may be donated by any District employee. No employee may receive more than ten (10) days of sick leave bank during any contract year unless stipulated as an emergency situation by a Leave Bank Committee. The Leave Bank Committee shall consist of three (3)

classified employees designated by CCA and three (3) members designated by the Superintendent. The employee shall have a payroll deduction of fifty percent (50%) of the daily rate per day for the first five (5) days of Leave Bank used. The employee shall receive 100% of the hourly rate of pay for every day thereafter for Leave Bank days used.

All sick leave, personal leave and vacation leave must be used prior to an employee's request to establish a leave bank. The Association is responsible for securing days to cover granted leave bank days.

10.5 Wellness Pay

If an employee has perfect attendance on all student instruction days for one semester, the employee shall be entitled to one (1) extra day of pay at the end of the semester.

10.6 Personal Leave

Personal leave will be granted to all classified employees. Personal leave will be granted as follows:

1-4 completed contract years	1 day personal leave
5-10 completed contract years	2 days personal leave
10 or more completed contract years	3 days personal leave

One day advance notice to the supervisor is required.

Personal leave will not be granted on days immediately preceding or following student holidays or vacations or during the first five (5) days and the last five (5) days of school. Allowance may be made to the rules at the discretion of the Superintendent or his/her designee. Personal leave may also be used for non-instructional days.

Employees will not be eligible for personal leave after submitting a resignation.

10.7 Professional Leave

From time to time, as the District deems appropriate, professional leave shall be arranged for classified personnel to attend conferences, workshops or specialized training. Employees will be paid for time lost from work. Actual expenses will be paid by the District.

10.8 Parental Leave

Parental leave may be granted for the care of an employee's child after birth or placement from adoption or foster care. The employee will submit a request for leave of absence in writing no later than three (3) months in advance of expected leave, which will include commencement date and tentative return date.

In approving a parental leave of absence, the School District shall not grant any leave more than twelve (12) months in duration. The employee shall be notified in writing of the conditions of the approved parental leave, which will include mutually agreed upon dates. Upon granting the parental leave, the District guarantees the employee employment at the same position or one substantially equivalent. The employee will retain appropriate placement of the salary schedule. Any parental leave of absence shall be leave without pay or with sick leave pay, at the discretion of the employee and/or according to eligibility.

10.9 Subpoena Leave/Jury Duty

Classified personnel will be paid for absences caused by appearance in court in response to a duly served subpoena or jury duty, except in cases where the employee is a litigant in the case.

The pay for subpoena leave/jury duty shall be the regular rate of pay for the employee, less any payment received from the court. Juror fees and witness fees must be applied against the amount due the employee from the employer. An employee is not required to remit to the employer any expense (meals, lodging) or mileage allowance paid by the court. However, if an employee elects to use annual (vacation) leave to serve on a jury or as a witness, the employee may not be required to remit the juror fees/witness fees to the employer.

An employee requesting pay for subpoena leave/jury duty must file a copy of the subpoena with the leave request and inform his/her immediate supervisor prior to the absence. Employees shall keep the supervisor informed of the length of the absence.

10.10 Association Leave

Employees who are elected or appointed to represent the Association may be granted leave, without pay and without per diem, to attend state, regional, and national meetings and conferences. Notice of intended use of Association leave shall be given to the Superintendent or his/her designee at least five (5) days prior to usage except in cases of emergency.

The aggregate number of days under this section shall not exceed ten (10) days per year. Further, individual employees shall not be allowed to use more than four (4) days of the aggregate number of leave days permitted unless approved by the supervisor and Superintendent.

The Association shall reimburse the elected or appointed employee his/her salary for the days the employee is on Association leave.

10.11 Leave of Absence

When no other appropriate leave is available, the Superintendent may approve leave without pay for up to twenty (20) working days in a contract year.

Upon the satisfactory completion of one (1) year of experience, or at the discretion of the Board of Trustees, a classified employee's request for a leave of absence without pay in excess of twenty (20) days during a contract year will be considered by the Board of Trustees. A leave of absence may not exceed one (1) school year, and will only be granted if all other appropriate leave has been exhausted.

Requests for a leave of absence must be in writing and submitted to the Superintendent of Schools prior to the requested leave. The request must state the reasons for the proposed leave. Upon granting the leave of absence, the District guarantees employment at the same position or one substantially equivalent. The employee will retain appropriate placement on the salary schedule.

10.12 Resignation

When a classified employee terminates employment with the School District, he/she shall confer with his/her work supervisor and submit a written resignation. A two (2) week notice will be given unless the Superintendent waives such notice.

Vacation leave or sick leave will not be allowed after the last regular working day in order to extend a contract.

ARTICLE XI - HOLIDAYS

11.1 Holidays - All Employees

All employees shall have the following holidays paid if the holiday falls within the time frame of the employee's contract. The rate of pay will be actual hourly pay based on normal hours worked. If an employee is requested to work on one of the six legal holidays, the employee shall be paid the rate of two (2) times the hourly rate in addition to the regular pay for that holiday.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

In those cases where one of the above holidays falls on Sunday or Saturday, the following Monday or preceding Friday shall be a leave day off with pay if it is not a pupil instruction day. This shall not be considered holiday pay.

Full time employees will have the following leave with pay:

1. Good Friday
2. Friday after Thanksgiving
3. Christmas Eve

ARTICLE XII - INSURANCE

12.1 Insurance

The selection of the insurance carrier and the benefit package shall be made by mutual agreement between the employee groups and the District. The Colstrip Classified Association will represent the classified employees.

All employees shall be notified of changes in the benefit package.

Health, Disability, Vision, and Life Insurance: a Classified employee working twenty (20) hours or more per week is eligible for School District yearly contributions based on an original formula of three thousand nine hundred and sixty dollars (\$3960) for insurance as provided in the District's Health Plan Document. The employee will pay a yearly contribution based on an original formula of three hundred twenty-one dollars and ninety-six cents (\$321.96) towards the premium. Any change in the cost of premiums shall be divided evenly between the District and the Employee. The Central Office will have the current actual amount of the yearly contributions paid by the School District and the Employee based on the above original formula. Insurance benefits include:

1. composite coverage for health and hospitalization insurance
2. dental insurance
3. vision insurance
4. group disability insurance
5. life insurance - \$40,000 per employee, \$10,000 spouse and dependents
6. flexible benefit plan
 - a. The district will offer a flexible benefit plan based on Section 125 of the IRA code to pay individual employees' eligible non reimbursed health, dental, or vision and dependent care costs or tax deferred annuity (TDA) payments. The plan administrator will be a disinterested third party. The employee will assume any fees related to the administration of their individual account. Participation will be voluntary and the individual employee's determined contributions to the health, dental, and vision account, dependent care account, and TDA account shall be maintained separately. The plan will include provisions for employee orientation

and education regarding plan use.

This coverage will include each employee who is under contract and meets the minimum requirements as prescribed by federal legislation, Section 89 of the Internal Revenue Code, is qualified under the insurance plans and enrolled in the school district's group plans. Any additional cost of premiums shall be divided evenly between the School District and the employee.

Classified employees contracted for less than twenty (20) hours per week may become eligible for insurance coverage if they average twenty (20) hours per week or more the previous school year.

12.2 Retired Employees

Subject to all provisions of the insurance policy, retired employees may continue to be included under the District's insurance except short-term disability and life insurance.

12.3 Coverage of Employees on Unpaid Leave

Employees on unpaid leave may participate in the insurance program subject to all provisions of the School District's insurance policy, if they continue to pay the cost of such insurance in advance on a monthly basis. One (1) delinquent payment shall be grounds for termination of the individual's insurance benefits. If the employee rejects the offered contract, the insurance option is terminated. Once payment has been made to the School District for insurance coverage, there shall be no refund of premium.

If a leave without pay, excluding parental and sick leave of twelve (12) weeks or less for those eligible under the Family Medical Leave Act, exceeds five percent (5%) of an employee's contract days, the employee will be required to pay a percentage of the annual insurance premium. The percentage will be equal to the percentage of contract days not worked.

Short-Term Disability: The School District will continue to pay the School District's share of the above insurance premiums as provided above for an employee on short-term disability.

12.4 Duration of Insurance Contributions

When an employee resigns, separates from service, or is terminated while under contract, all insurance benefits shall cease on their last working day.

The District will continue contributions through August for those employees who tender their resignation and complete the current contract year.

12.5 Insurance Committee

The President of the Colstrip Classified Association shall be an ex-officio member of the District Insurance Committee.

The Association and the District recognize that the governing rules of the Affordable Care Act (ACA) are yet to be finalized. The establishment of those rules may necessitate the re-opening of Article XII.

ARTICLE XIII - COMPENSATION

13.1 Salary Schedule

The salary schedule for classified personnel, Exhibit A hereto attached, will be used to determine the remuneration of all classified employees as defined by this Agreement.

Placement on Salary Schedule: Employees must be paid a minimum of seventy-two percent (72%) of total contract days of a contract year before being eligible to move to the next step of the salary schedule. The Superintendent may grant exceptions to this subsection during the first contract year of employment based on the employee's hire date, work record and absences.

Leave bank time does not apply to work experience for movement on the salary schedule.

An employee in good standing, who resigns from the District and then returns within one (1) year, may bring back up to three (3) years of District experience.

Employees shall be paid an additional dollar (\$1.00) per hour when requested by the Superintendent to work as a substitute for a district supervisor during an absence of the Supervisor. An extended absence shall be defined as a period of time exceeding (five) 5 consecutive work days.

Employees shall be reimbursed for mileage when requested to travel between buildings to complete assigned duties.

13.2 Pay Day

The pay day of classified personnel shall be bi-weekly.

13.3 Overtime

Overtime work shall be authorized by the immediate supervisor or Superintendent in advance, unless emergency situations prevail.

Those employees required to work overtime shall be compensated at one and one-half (1 ½) times regular rate of pay for actual time worked in excess of the standard forty (40) hour week in increments of fifteen (15) minutes.

If an employee is requested to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, he/she will be paid the rate of two (2) times the hourly rate in addition to the regular pay for that holiday.

13.4 Workers' Compensation

If an employee is injured on the job and is collecting Workers' Compensation, the employee must obtain express written consent from the insurer to allow the employee to supplement Workers' Compensation with vacation leave.

An employee with one (1) or more years of experience in the district shall not suffer loss of movement on the salary schedule for time spent collecting workman's compensation limited to six (6) months from the date of injury.

ARTICLE XIV - EDUCATION/TRAINING REQUIREMENT

14.1 Water Safety Instructors

All Water Safety Instructors will be required to maintain certification as a Life Guard and as a Water Safety Instructor.

14.2 Food Service Personnel

All food service personnel will be required to obtain certification in sanitation and safety within six (6) months of hire. Employees will be required to attend refresher training as needed to maintain certification.

Note: those employees excluded are meal scanner/ticket takers.

14.3 Classroom Para-professionals

All classroom para-professionals will be required to satisfy the following minimal educational requirements:

- 1) Complete two (2) years of college (definition: sixty (60) semester credits or ninety (90) quarter credits)
OR
- 2) Complete an Associate's Degree.

14.3.1 Placement on the Salary Schedule for Para-professionals

Placement on the Salary Schedule for Para-professionals will be in accordance with their education. The current employee who has not attained sixty (60) approved semester credits and who is currently in the Grandfather Tier, will only be able to gain years' experience unless/until that employee attains sixty (60) approved semester credits.

Grandfather Tier - Para-professionals with less than sixty (60) approved semester credits

Tier 1 - Para-professionals with sixty (60) approved semester credits or an Associate's Degree

Tier 2 - Para-professionals with ninety (90) approved semester credits

Tier 3 - Para-professionals with one hundred twenty (120) approved semester credits or a Bachelor's Degree

Subsection A - Eligibility of Credits

Credits applied to an educational tier must be college credits earned at an accredited institution of higher education. Credits to apply must be credits for which a prior approval form and official transcript is on file.

Subsection B - Grades and Credits

To apply to any educational tiers 1-5, all credits earned must be courses in which at least a "C" or a "Pass" grade is earned. To apply to educational tiers 6-7, credits earned after July 1, 2005 must be upper level (300 or higher) courses in which at least a "B" or a "Pass" grade is earned.

Subsection C - Tier Changes

Employees who plan to earn credit, which will result in a change of educational tier, shall notify the Superintendent in writing by June 1 of the calendar year during which the contemplated change will occur.

Subsection D - Prior Approval

All courses and credits in order to be considered for application toward an educational tier must be approved by the Superintendent or her/his designee in writing prior to the beginning of the course.

Subsection E - Grade Transcripts

The employee is responsible for supplying the School District with all grade transcripts and other supporting documents as may be required for the purpose of determining qualifications of credits for educational tier change by October 1.

Subsection F - Quarter Credit Hours

Fifteen (15) quarter credits will be equivalent to ten (10) semester credits. One year of credit will be defined as thirty (30) semester credits.

CONVERSION TABLE			
Quarter Credits			Semester Credits
15	=		10
30	=		20
45	=		30

Subsection G - Effective Date

Subject to Subsection C hereof, individual contracts will be modified to reflect qualified educational lane changes once each year, providing a transcript of qualified credits is submitted to the Superintendent's office no later than October 1. Credits submitted by transcript after October 1, even though otherwise qualifying, shall not be considered until the following school year. If a transcript is not available by October 1, other satisfactory evidence of successful completion of the course work will be accepted, pending receipt of the official transcript. A pay adjustment, however, shall not be made until the official transcript is received.

14.4 - Educational Incentive

The District will offer an educational scholarship of (\$1500) per year for no more than three (3) Classified personnel seeking a degree in an educational or technology related field as approved by the Superintendent or his/her designee in writing. This scholarship will be used toward, but not exceed the actual cost of tuition, fees and/or books at an accredited institution of higher learning. The scholarship money will be paid directly to the institution. Applications must be submitted prior to May 1st of the contract year prior to use. A lifetime max of \$3000 may be used by an individual. Criteria for awarding the scholarship will be determined by the District based on District need. A tie will be determined by lot.

14.5 - Habilitation Technician

All habilitation technicians must have a minimum of a high school diploma or GED. A habilitation technician may be reassigned duties at the same rate of pay by the administration in the event the assisted student served is absent from school. Re-assigned duties are temporary and are categorized as an extension of habilitation technician job description.

ARTICLE XV - GRIEVANCE PROCEDURE

15.1 Grievance: A grievance shall mean an allegation by an employee, a group of employees, or the Association resulting in a dispute or disagreement between the employee, group of employees, or the Association and the District as to the interpretation of terms and conditions contained in this Agreement.

15.2 Representation: Either party (the employee, group of employees, the Association, or the

15.3 District) may be represented during any step of the procedure by any person or agent designated by such party to act on his/her/their behalf.

15.4 **Definitions and Interpretations:**

Days: A reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as a week day which classified employees are scheduled to work, excluding Saturdays, Sundays and legal holidays.

Extension: Time limits specified in this Agreement may be extended providing both parties agree in writing.

Computation of Time: In computing any period of time prescribed or allowed by this procedure, the date of the act or event for which the designated period of time begins shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or legal holiday.

Filing and Postmark: The filing or service or 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.

Any level of the grievance procedure may be by-passed and processed at a higher level providing both parties agree in writing.

15.5 **Time Limitation and Waiver:** Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts, the specific provisions of the Agreement allegedly violated and the particular relief sought, within ten (10) days after the date of the first event giving rise to the grievance. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure.

15.6 **Individual Rights:** Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the appropriate supervisor or administrator. The employee may have the complaint adjusted without the intervention of the Association as long as the disposition of the matter is not inconsistent with the terms of the Agreement.

15.7 **Adjustment of Grievance**

Level One: If a grievance is not resolved informally, the grievant(s) may present a written grievance to the supervisor or his/her designee within ten (10) days of the event giving rise to the grievance or from the date the grievant could reasonably have become aware of such occurrence. The supervisor or designee shall investigate and attempt to resolve the grievance. A written report regarding the decision and/or action of the supervisor or designee shall be sent to all concerned parties within ten (10) days after receipt of the written grievance. The recommended grievance form is attached as Appendix B.

Level Two: If the grievant or the Association is not satisfied with the disposition of the grievance at Level One, or if no decisions has been rendered within ten (10) days after presentation of the grievance, then the grievance may be referred to the Superintendent. The Superintendent or his/her designee shall arrange for a meeting with the grievant and the Association to take place within ten (10) days of receipt of the appeal. Within ten (10) days after the meeting, the Superintendent shall issue a decision in writing to the parties involved.

Level Three: If the grievant or the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) days after the meeting with the Superintendent, then the grievance may be appealed the Board of Trustees within ten (10) days

by submitting the written appeal to the Superintendent. The Board shall hear the grievance at its next regularly scheduled meeting. A response from the Board shall be required within fifteen (15) days from the date of the hearing by the Board.

Level Four: Binding Arbitration: If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may request final and binding arbitration within fifteen (15) days from receipt of the Board's response. Within ten (10) days after submission of the written intent to arbitrate, a request for a list of seven (7) arbitrators will be made to the Board of Personnel Appeals, State of Montana. Within five (5) days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the chosen arbitrator. Order of striking will be decided by the toss of a coin. If any questions arise as to the arbitrability, such questions will be ruled upon by the arbitrator selected to hear the dispute.

The arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. The arbitrator's decisions shall be final and binding upon the parties.

The fees and expenses of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs. The Association and the District shall be responsible for the costs of their own representatives, witnesses, and experts.

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action included, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action. The parties shall be bound by those provisions of state law regarding procedure following an award not inconsistent with this Agreement.

- 15.8 *Expiration of Agreement:*** Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through the grievance procedure until resolution.
- 15.9 *No Reprisals:*** No reprisals of any kind will be taken by the District against any employee who participates in this grievance procedure.
- 15.10 *Election of Remedies:*** The aggrieved party may have the grievance or disputed interpretation of the Agreement resolved either by final and binding arbitration or by any other available method and forum, but not by both.

After a grievance has been submitted to arbitration, the grievant and Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If a grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued under this section. This section does not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

- 15.11 *Personnel Files:*** All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and will be confidential to anyone other than the parties.

ARTICLE XVI - MISCELLANEOUS

16.1 Employment Contracts

Employment contracts shall be consistent with the terms of this Agreement.

16.2 No-Strike Clause

During the term of this agreement, neither the Association nor any employee shall engage in a strike, defined as a concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligation of employment.

16.3 Duplication

The District will reproduce copies of this Agreement. The Association will reimburse the District for one-half (1/2) of the duplication costs. Copies will be distributed to all members of the Association. The Association will be given fifteen (15) extra copies of the Agreement.

ARTICLE XVII - DURATION

17.1 Effective Period

This Agreement shall be effective July 1, 2016 and shall continue in full force and effect until June 30, 2018. This Agreement will automatically be renewed and will continue in force and effect for an additional period of one (1) year unless either party gives notice to the other party, not later than February 1 prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

17.2 Changes in Agreement

For the term of this Agreement, no change shall be made in any provision of this Agreement or in any other working condition that is a mandatory subject of bargaining, unless by mutual consent of the parties hereto.

17.3 Severability

The parties recognize that the Board and classified employees are subject to all applicable laws. Any provision of this Agreement, which is contrary to or in violation of any law shall be null and void and without force. However, all other provisions not declared invalid or unenforceable shall remain in full force and effect. Upon such declaration of invalidity, within sixty (60) days, the parties will mutually set time to negotiate an acceptable substitute reflecting the original intent of the parties.

17.4 Finance

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

At any time the District sees fit, an additional one-time compensation may be offered to employees. Such offers will in no way obligate the District to future compensation offers.

This Agreement is signed this _____ day of _____, 2016.

IN WITNESS THEREOF:

For the Colstrip Classified Association:

President

Date

Secretary

Date

For Colstrip School District 19:

Chairperson

Date

Clerk

Date

Exhibit A

DISTRICT BASE SCHEDULE 2016-2018	
BUS DRIVER	\$13.75
Activity Runs: State Non-Reimbursable	\$11.35
CENTRAL WAREHOUSE	\$11.00
CUSTODIAN	\$11.00
CUSTODIAN, HEAD	\$12.00
FOOD SERVICES	\$11.00
HABILITATION TECHNICIAN	\$12.00
MAINTENANCE	\$16.75
PARA GRANDFATHER TIER, see #'s 3 & 4 below	
PARA TIER 1 (60 approved credits)	\$12.00
PARA TIER 2 (90 approved credits)	\$12.30
PARA TIER 3 (120 approved credits)	\$12.60
SECRETARY	\$12.00
NETWORK TECHNICIAN	\$15.50
WATER SAFETY INSTRUCTOR	\$10.50

- 1) The purpose of this **District Base Schedule** is to eliminate the previously established Classified Salary Schedules and establish entry-level wages for the employment positions covered by the Colstrip Classified Association's Collective Bargained Agreement.
- 2) The District Base Schedule is intended to be static.
- 3) **2016-2017** returning Employees will receive a 3% increase over their current hourly wage. Any new employee hired during the 16-17 SY will begin with the District Base hourly wage for the position in which they are hired.
- 4) **2017-2018** returning Employees will receive a 2% increase over the 16-17 hourly wage. Any new employee hired during the 17-18 SY will begin with the District Base hourly wage for the position in which they are hired.

Exhibit B

**LEVEL I GRIEVANCE
Colstrip School District 19**

Grievance No. _____

Name of Grievant

Building _____

STATEMENT OF FACTS

**SPECIFIC PROVISIONS OF
AGREEMENT ALLEGEDLY
VIOLATED**

PARTICULAR RELIEF SOUGHT

Signature of Grievant

Date

Signature of CCA Representative

Date