

COLLECTIVE BARGAINING AGREEMENT

between

**BOARD OF TRUSTEES
KALISPELL PUBLIC SCHOOLS
KALISPELL, MONTANA**

and

**MAINTENANCE ENGINEERS and GROUNDS
ASSOCIATION, MFPE, AFT, NEA**

July 1, 2021, through June 30, 2024

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AGREEMENT

This Agreement is made and entered into this 1st day of July 2021 by and between the Kalispell School District No. 5, hereinafter referred to as the “School District” and The Maintenance Engineers/Grounds Association affiliated with the Montana Federation of Public Employees, an affiliate of the National Education Association (NEA), the American Federation of Teachers (AFT), and the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO), herein after referred to as the “Union” for the purpose of promoting and improving understanding between the School District, it’s employees and the Union, relative to: Employer, Employee relations; wages, hours, fringe benefits, and other conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE 1 - RIGHTS OF THE PARTIES

- 1.1 School District: The term “School District:” shall mean School District No. 5, Kalispell, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.
- 1.2 School District Responsibilities: The Parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational support for the students of the School District.
- 1.3 The District has, and shall retain, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by laws and the terms of this Agreement. Except where it has agreed to limit such rights through a clear and explicit provision of this Agreement, the District has the right to operate and manage their affairs in all such areas, but not limited to the following: direct employees; hire, promote, transfer, assign and retain employees; relieve employees from duties because of lack of work or funds or under conditions where continuation of such work may be inefficient and nonproductive; maintain the efficiency of government operations; determine the methods, means, job classifications, job descriptions, and personnel by which School District operations are to be conducted; take whatever actions may be necessary to carry out the mission of the School District in situations of emergency; establish the methods and processes by which work is performed; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased including all subcontracting; to suspend, discipline, or discharge; to make, change and enforce rules, directives, orders and regulations; and to change or eliminate existing methods, equipment or facilities.

Nothing in this Agreement shall be construed and/or interpreted as to stop the Employer from assigning additional duties, work and/or responsibilities outside of this Agreement to members of the bargaining Union.

- 1.3.1 It is the intent of the District that the job description shall remain consistent for the term of this contract. The job posting shall reflect the current job description. Work within the job description shall normally be performed by bargaining Union employees.

Job descriptions are included in this Agreement. Such descriptions are intended as guidelines only and do not preclude the Employer from making changes to job descriptions and / or creating a new bargaining Union job and a new job description.

- 1.4 School District employees covered by this Agreement shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist the Union, to bargain collectively through the Union 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 for other mutual aid or protection, free from interference or restraint or coercion.
- 1.5 Effective Laws, Rules and Regulations, Rights of the Parties: The Parties recognize the right, obligation and duty of the School District and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.1 The School District recognizes the “Union” –The Maintenance Engineers/Grounds Association as the exclusive representative of the bargaining Union employees for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment. The “Union” is a labor organization as defined in Section 39-31-103 (6) MCA representing the members of the Appropriate Bargaining Union affiliated with the Montana Federation of Public Employees (MFPE), the National Education Association (NEA), the American Federation of Teachers (AFT), and the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).
- 2.2 The Employer will in writing assign hours of work, breaks, number of days of work, length of work, work assignments, building(s), shift(s), job responsibility, and/or job duties.

After seeking input from the impacted employees, the hours of work, breaks, number of days of work, the length of work, work assignments, building(s), shift(s), job responsibility, and/or job duties may be changed in writing by the Employer.

- 2.3 Appropriate Bargaining Union - Any employees of the school district designated as Maintenance Engineer/Grounds Worker in whole or part-time by the school district.
- 2.4 Employee: Unless otherwise indicated, the term “employee” as used in this Agreement, shall mean employees of the School District who are also members of the Appropriate Bargaining Union.
- 2.5 Both parties, its agents and/or bargaining Union members agree to provide upon written request any and all information and materials needed to bargain and/or operate this Agreement to the requesting party in a timely manner.

ARTICLE 3 UNION DUES and REPRESENTATION FEE

3.1 The District agrees to deduct in twelve equal installments from the wages of each bargaining Union member who has provided the District written authorization the amount of annual membership dues and will remit same to the Secretary-Treasurer of the Union within 10 days following the deduction. The Union’s continuing membership application form will serve as the recognized authorization form. The Union shall certify to the District the amount of the annual dues to be deducted by June 30 of each year. Dues deduction authorizations received by the District during the fiscal year will be prorated over the remaining payments of the employee's current wages.

3.2 Membership, Representation Fee, and Religious Objection

3.2.1 The Union as the exclusive representative of all employees in the bargaining Union will represent such persons fairly, whether members or not. Membership shall be made available to all who apply, consistent with the Union constitution and policies. For purposes of representation, each employee who is not a Union member shall pay to the Union an amount no greater than the annual unified membership dues as a condition of employment, the actual amount to be determined by the Union consistent with applicable law. Such deductions will be handled in the same manner as dues deductions.

3.2.2 Any dispute concerning the amount, propriety, or the method of collection of the representation fee shall be solely between the affected bargaining Union member and the Union.

3.2.3 **Religious Objectors:** A bargaining Union member who believes that he or she qualifies for religious exclusion from paying dues or representation fees shall notify the president of the Union in writing of such. The president shall forward in a timely manner the written notice to the MFPE will contact the bargaining Union member who believes that he or she qualifies for religious exemption and if the bargaining member does qualify for religious exemption, establish an agreement with the union member for the payment of an amount equal to the representation fee to a mutually agreeable charity. The amount will be deducted

from the bargaining union member's wages will be handled in the same manner as dues and representation fee deductions are. The MFPE will contribute the payment(s) to a charity designated by the Union MFPE will provide the qualified religious objector written documentation of the contribution to the charity. All religious objections will be processed in compliance with applicable law.

3.2.4 The School District agrees to accept and honor voluntary individual written assignments of wages or salaries due and owing employees covered by this Agreement in initiation, reinstatement, services charge and dues. The District shall notify the Union by email of all new hires and terminations within 30 days of such activity. The amounts to be deducted shall be certified to the School District by the Union, and the aggregate deductions of all employees shall be remitted to MFPE by the tenth of the succeeding month, after such deductions are made.

3.2.5 **Indemnification and Hold Harmless:** The Union agrees to indemnify and hold harmless the District against any and all claims, suits, or other forms of liability, and all court costs and attorney's fees arising out of the provisions in this Agreement between the parties for dues, representation fee or religious objector deduction. The defense of any such claims, demands, suits or other forms of liability shall be under the control of the School District and its attorneys. Disputes concerning the dues, representation fee or religious objector payments assessed to such members and/or non-members may not be processed through grievance procedure contained herein.

ARTICLE 4 - NON-DISCRIMINATION

4.1 All Union activities shall take place outside the workday, unless prior written approval is given by the Superintendent. In the absence of the Superintendent, a Union representative shall obtain the written approval of the Human Resource Director. The District employees covered by this Agreement shall have, and shall be protected in the exercise of and/or their decision not to exercise, the right of self-organization, to form, join or assist the Union, to bargain collectively through the Union 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 for other mutual aid or protection, free from interference or restraint or coercion by the School District, its agents, the Union, bargaining Union members and/or its agents. No member of the bargaining Union shall be retaliated against by the School District, its agents, the Union, bargaining Union members and/or its agents for filing grievance(s), not filing a grievance, and/or presenting any evidence.

4.2 **Visits by Union Representatives:** The District agrees that authorized Representatives of the Bargaining Union shall have access to the premises of the School District with permission of the Superintendent of Schools or designee to conduct business outside of the employee(s) workday.

- 4.3 **Union Bulletin Board:** The District shall allow the Union to place a Union bulletin board in a size and location mutually agreed upon with the Superintendent of Schools or designee. Materials posted will be limited to non-political Union business.

ARTICLE 5 - EMPLOYMENT RIGHTS

- 5.1 **Probationary Period:** The probationary period is six (6) months.
- 5.1.2 During the probationary period, the Supervisor or his/her appointee, shall evaluate the performance of the probationary employee at least once during the first six (6) month period informing the employee about strengths, weaknesses, and method of improvement. The employee shall sign an acknowledgement of receipt of the evaluation.
- 5.1.3 At any time during the probationary period, the probationary employee may be terminated by the School District without cause and not subject to the grievance article.
- 5.1.4 Upon hire, each employee will be informed of his/her immediate supervisor. Each employee will be informed of any changes of his/her immediate supervisor. Nothing in this agreement shall prevent another supervisor, such as the Superintendent, Building Principal, Operations Director, from requesting an employee attend to an urgent matter.
- 5.1.5 If an employee requests or is given a demotion for any reason, he or she will be paid for the lower rate of pay associated with that position.
- 5.2 The Employee shall have the right to expect to be treated fairly, with respect and dignity at the place of work at all times.
- 5.3 A district employee may be temporarily reassigned to a maintenance/grounds position with the Union's acknowledgement in writing. The employee shall be paid according to the attached wage scale. A reassignment shall be for an initial 180 days or less and may be extended by the District up to one year maximum. Nothing in this agreement shall preclude the District from assigning or hiring additional employees.
- 5.4 The District shall evaluate each non-probationary employee during the fiscal year after the employee completes his or her probationary period, and at least once every three (3) years thereafter. Non-probationary employees may be evaluated more frequently as determined by the employee's immediate supervisor or the District. All observations and evaluations will be conducted openly and with the full knowledge of the employee.
- 5.5 **Personnel File:** There shall be only one (1) personnel file on each employee. The personnel file shall be located in the Human Resources Office. Outside the above, no secret, alternative or duplicate personnel file shall be kept by the School District.

- 5.5.1 **Access to Personnel File:** Access to an employee's personnel file shall be limited to the employee and anyone given written and dated permission to access the file. The immediate supervisor, the superintendent or superintendent's designee, the District's legal counsel or designee, and the Board of Trustees or its designee(s) also may access the file. The Employer may use the personnel files as an exhibit in accordance with right to privacy regulations. An employee has the right to review and photocopy for a fee the contents of his or her personnel file.
- 5.5.2 **File Contents:** No material derogatory to an employee may be placed in the file unless it is signed by the author and the employee is given an opportunity to read it. The employee may respond to it within ten (10) calendar days after receipt.
- 5.6 **Appearances before Employer:** An employee, at the employee's request, shall be entitled to have a Union representative present during an investigation interview by the Board or its agents which the employee reasonably believes could result in disciplinary action of him/herself.
- 5.7 **Employee Discipline and Discharge:** No non-probationary employee shall be formally disciplined, suspended without pay and/or discharged without just cause.
- 5.8 **Safety and Well-Being:** An employee will not be required to perform any duty or act or to work under conditions which a reasonable person would judge to endanger the employee's health, well-being, or physical safety.

The District, after seeking input from employees, may provide safety related articles such as reflective vests, hard hats, or special purpose coveralls. Prior approval from the supervisor must be attained; purchasing protocol followed and shall remain the property of the District. The items provided shall be used for work duties at the District only.

All licensure, excluding standard license, i.e., drivers, and medical exams required by the Employer shall be provided at the Employer's expense.

The annual asbestos physical will be scheduled in January of each year.

The District shall carry Industrial Accident insurance on all employees. Employees must, within 24 hours, report in writing all personal injuries received in the courses of their employment to their immediate supervisor and to the Payroll Clerk.

Employees will report all safety hazards to their immediate supervisor in writing so that the alleged hazard(s) can be investigated.

ARTICLE 6 - WORKING CONDITIONS

6.1 The Employer has the right to reject any voluntary trade between employees, including but not limited to, any shifts or work if such trade results in an increase in costs for overtime.

6.2 **Rest Period/Meal Period**

6.2.1 **Paid Rest Period** One 15-minute rest period will be granted during the first four hours and a second 15-minute rest period shall be granted during the second four (4) hours for eight hour/day or more employees. Rest periods for shorter time/day employees (equal to or greater than 2 hours) will be prorated. An employee working less than two hours shall not receive a paid rest period. All supervisors shall refrain from discussing any work-related business during the employee's regularly scheduled rest periods.

6.2.2 **Unpaid Meal Period:** Each employee working four hours per day or more will receive an Employer scheduled unpaid duty-free lunch period of at least 30 minutes. All supervisors shall refrain from discussing any work-related business during the employee's employer scheduled unpaid meal break. Under circumstances, such as staff training, but not limited to, where the employee does not receive at least a 30-minute duty free lunch period, the employee shall be compensated for the lunch break.

6.3 **Seniority**

6.3.1 Seniority shall be computed from the date the employee began regular uninterrupted service with the Union. Employees whose seniority dates are the same shall have their respective seniority rank determined by a flip of a coin.

6.3.2 Seniority shall not accrue during non-paid leave of absence which exceeds fifteen (15) days except that in a leave of absence due to a work-related injury or illness, the employee shall continue to accrue seniority benefits up to one year.

6.3.3 Union seniority begins on the date the employee is hired into any position covered by this Agreement. Union seniority shall be forfeited when an employee transfers or is promoted to a position not covered by this Agreement and will have no further privileges or benefits provided through this contract. In the event that such employee should return to a position covered by this Agreement, Union seniority shall begin as though he is an employee. Employees may protest their seniority designation if they have cause to believe an error has been made.

6.3.4 Seniority shall terminate for the following reasons:

- a. If the employee voluntarily terminates.
- b. If the employee is terminated for just cause.
- c. If an employee on layoff fails to report to work within three working days after being notified to report by certified mail.

- d. If continuous layoff extends beyond 24 calendar months.
- e. If an employee obtains a leave of absence for false reasons.

6.3.5 Layoffs covered by reduction of force shall be in order of reverse seniority for those employees with five years or more experience with the district. This is, the employee last hired shall be the first released. Employees scheduled to be released will be given at least ten days written notice. All recalls to employment shall be in order of seniority. That is, the last employee released as a result of a reduction in force shall be the first rehired.

During the first five years of employment, reduction in force will take seniority and present skill and ability into consideration. When two or more employees are considered for layoff, present skill and ability shall prevail. If the District determines that two or more employees have equal present skill and ability, then seniority will prevail. Recall from layoff shall be in the inverse order of layoff.

6.4 **Training:** Employee(s) will attend conferences, workshops, and training, and seminars as directed and assigned by the District. The District will pay normal day's pay or the employee's hourly rate of pay for the hours in attendance of conferences, workshops, training and seminars whichever is the smallest. The District will offer 16 hours per year per employee minimum.

Continuing education may be available upon an employee's request, but it is dependent upon District funds and approval.

6.5 **Equipment/Clothing Allowance:** The District will provide at no cost to the employee protective equipment (PPE), to be used to comply with current OSHA standards. The District requires that each affected employee uses appropriate eye, face and/or hearing protection when exposed to eye, face or hearing hazards from flying particles, liquid chemicals, caustic liquids, loud noises or repetitive noise such as engines. All PPE equipment provided shall be used for the duties and responsibilities of the District only and are not intended to be used for personal use outside the district's day to day operations.

Employer agrees to provide each bargaining union member \$350 in one lump sum payable at the beginning of each school year. However, if an employee leaves prior to fulfilling a full year of service, the employee will be required to pay back the pro-rated portion.

6.6 **Job Posting:** The District will provide all employees a job posting of any position within the bargaining Union that is new and/or any vacant position that the District wishes to fill. The District will post upgrade positions open for five working days to bargaining Union employees only. Employees will make known their desire to be considered for such positions by completing the requested application materials within the established

time limits. The District agrees to consider all internal transfer requests prior to filling a vacancy.

ARTICLE 7 - HOLIDAYS

- 7.1 Employees will be granted the following holidays or days off without loss of pay: New Year's Eve, Thanksgiving Day, New Year's Day, Day following Thanksgiving, Memorial Day, Christmas Eve, Independence Day, Christmas Day, Labor Day
- 7.2. Any holiday that falls on an employee's regularly scheduled day off the district shall designate the recognized observance day.
- 7.3. Any employee that works on a holiday will be paid one and one-half (1 1/2) times their regular rate of pay for the hours worked. An additional day off with pay will be granted in lieu of the holiday worked and that day shall be determined by agreement between the employee and the District.

ARTICLE 8 - LEAVES

- 8.1 **Vacation:** All conditions for vacation shall be as provided for in State Law and ARM. The dates when employees' vacation leaves are granted shall be determined by agreement between each employee and the District with regard to the best interest of the District and the interest of each employee
- 8.2 **Sick Leave:** All conditions for sick leave shall be as provided for in State Law and ARM. The dates when employees' sick leave is to be utilized for scheduled appointments shall be provided with as much advance notice as possible to the District.
 - 8.2.1 **Physician's Statement:** Staff may be required to furnish the District with medical documentation from a licensed physician or certified medical practitioner indicating the absence was due to illness in order to qualify for sick leave.
 - 8.2.2 **Combined Leave:** Three additional leave days shall be provided by the District to be used for illness or bereavement leave purposes under same requirements as designated in Article 9 of the Agreement. The dates when employees' combined leaves are granted shall be determined by agreement between each employee and the District with regard to the best interest of the District and the interest of each employee.
- 8.3 **Personal Leave:** Employees shall be granted three personal days leave with pay per year at their request. If an employee is not able to take a personal day before the year is out, for any reason, the employee shall be allowed to carry over no more than one personal day to be used the following year. A maximum of four days can accrue in a year. The dates when employees' personal leaves are granted shall be determined by agreement between each employee and the District with regard to the best interest of the

District and the interest of each employee.

- 8.4 **Parental Leave:** All conditions for parental leave shall be as provided for in State Law and ARM.
- 8.5 **Extended Leave without Pay:** All employees may be granted a leave of absence without pay contingent upon the approval of the Superintendent/Board of Trustees. Request for leave of absence without pay shall be addressed to the Board of Trustees and submitted in writing to the immediate supervisor and Human Resources. The request shall state the reason for the leave and approximate length of time off the employee desires.
- 8.6 **Military Training Leave:** All conditions for Military Leave shall be as provided for in State Law, ARM, Federal Law and/or Federal Regulations.
- 8.7 **Jury or Witness Duty Leave:** All conditions for Jury or Witness Duty Leave shall be as provided for in State Law and ARM.2-18-619
- 8.8 **Family Medical Leave Act:** Family Medical Leave time shall run concurrent with other applicable leaves.

ARTICLE 9 - INSURANCE

- 9.1 **Insurance:** The District will contribute the same insurance premium amount per month per participating employee towards the employee's premiums as the Kalispell Education Association (KEA) negotiated premium contribution. Employees scheduled 50% or more of 2080 hours (computed on the basis of the year's schedule for that employee) are eligible for insurance. For employees scheduled less than 100%, the District will contribute a prorated amount equivalent to FTE. Coverage and enrollment in the plan will cease for any employee upon termination of employment.
- 9.1.1 **Selection of Carrier and Dividends:** The selection of the insurance carrier and policy shall be by the District. The District shall own the policy; determine the carrier and dividend uses.
- 9.2 **Selection of Carrier and Dividends:** The selection of the insurance carrier and policy shall be by the District. The District shall own the policy; determine the carrier and dividend uses.

ARTICLE 10 - GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances.

10.1 **Grievance Definition** - A grievance is defined as a claim based upon an alleged violation of a specific provision of this Agreement.

10.1.1 **Definition and Interpretation**

10.1.2 **Days:** Reference to a “day” will refer to a “week day.” A “week day” is defined as all days Monday through Friday not designated as a school holiday by state law.

10.1.3 **Computation of Time:** In computing any period of time prescribed or allowed by the procedures herein, the date of the act, event, or default for which the designated period of time begins to run will not be included. The last day of the period so computed will be counted, unless it is a Saturday, Sunday or a school holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a school holiday.

10.1.4 **Filing and Postmark:** The filing or service of any notice or document herein will be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

10.1.5 **Extension:** Time limits specified in this Agreement may be extended by mutual agreement. The parties may also agree to waive steps within this procedure as long as the waiver is mutual and in writing.

10.1.6 **Grievant:** A grievant is defined as an employee, group of employees and/or the Union.

10.1.7 **Representative:** The School District may be represented by any person or agent designated by the School District to act on their behalf. The Grievant shall be represented by any person or agent designated by the Union.

10.1.8 **Time Limitation and Waiver:** Grievances will not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor setting forth all the facts in detail, the specific provisions of the Agreement allegedly violated, and the particular relief sought, within ten days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period will be deemed a waiver thereof forever. Failure to appeal a grievance from one level to another within the time periods hereafter provided will constitute a waiver of the grievance. Failure to issue a decision within the time periods provided herein will constitute a denial of the grievance, and the grievance may be moved to the next level. This will not negate the obligation of either party to respond in writing at each level of this procedure.

10.2 **Adjustment of Grievance:**

10.2.1 **Level 1:** An effort first will be made to adjust an alleged grievance informally with the immediate supervisor. If the grievance is not resolved through informal discussions, the grievant will, within the time limits established above, issue a

written grievance to the immediate supervisor who will set a time to meet regarding the grievance within fifteen (15) days of receipt. The supervisor will issue a decision in writing to the parties involved within twenty days following the meeting. See Appendix B for **Grievance Report Form**

10.2.2 **Level 2:** In the event a 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 days of receipt of the decision in Level 1. If a grievance is properly appealed to the Superintendent, he or she will set a time to meet regarding the grievance within 15 days of receipt of the appeal. The Superintendent will issue a decision in writing to the parties involved within twenty days following the meeting.

10.2.3 **Level 3:** If the grievance has not been resolved at Level 2, the grievance may be presented to the Board for consideration, provided such appeal is made in writing within ten days of receipt of the decision in Level 2. The Board or a committee thereof will at the next regular school board meeting or at a special school board meeting, within 31 days, meet to hear the grievance. After this meeting, the Board will have 20 days to respond to the grievance in writing.

10.2.4 **Arbitration:**

10.2.4.1 In the event the parties to this Contract are unable to resolve a grievance, it may be submitted to arbitration only at the discretion of Union as defined herein, provided a notice of appeal is filed in the office of the Superintendent within ten (10) days of the decision of the Board in Level 3.

10.2.4.2 The Union 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 of this Article.

10.2.4.3 **Selection of Arbitrator:** Upon submission of a grievance to arbitration under the terms of this procedure, the grieving party will petition the Board of Personnel Appeals within ten days of submission for a list of five names. Failure to request an arbitrator list within the time periods provided herein will constitute a withdrawal of the grievance.

10.2.4.4 **Hearing:** The grievance will be heard by a single arbitrator and the parties will have the right of 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. The grievant and/or the Union shall not be permitted to assert in the arbitration preceding any

section of this agreement not specifically listed in the original grievance as violated.

The District shall not be permitted to assert in arbitration any argument or evidence not specifically listed in the original grievance responses as provided by the District and its Agents/Representatives.

10.2.4.5 **Decision:** The decision of the arbitrator will be requested to be rendered within 30 days after the close of the hearing, or thirty (30) days after briefs are received by the Arbitrator if briefs are ordered. The decision of the arbitrator in cases properly before him or her will be final and binding upon the parties, subject however to the limitations of arbitration decisions as provided by Montana State Law.

10.2.4.6 **Expenses:** Each party will bear its own cost of arbitration. The fees and expenses of the arbitrator shall be shared jointly and equally between the Board and the Union. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right of access to the record.

10.2.4.7 **Jurisdiction:** The arbitrator will only have jurisdiction over grievance as stated in the first filing. The arbitrator shall have no power to add to, subtract from, nor alter or vary in any way the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement.

10.2.4.8 **Withdrawal:** Failure to set a date for hearing of the arbitration within 30 days of selection of arbitrator will constitute a withdrawal of the grievance.

- 10.3 **Personnel Files:** Unless directed otherwise by the Arbitrator, all documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 10.4 **Election of Remedy:** The aggrieved party may have the grievance resolved either by final and binding arbitration or by any other available legal method and forum, but not by both. After a grievance has been submitted to arbitration, the grievant and the Union waive any right to pursue any action or complaint against the School District seeking the same remedy. If a grievant or the Union files a complaint or other actions against the

School District arbitration seeking the same remedy may not be filed or pursued under this Contract.

10.4.1 In no case shall any grievant be entitled to any remedy extending back any further than 90 calendar days from the day the grievance was filed.

10.4.2 The School Board, administration, District employees, bargaining Union members, the Union and/or people participating in the grievance and/or arbitration shall not take reprisals against each other.

ARTICLE 11- COMPENSATION

11.1 **Wages:** Rates of pay are contained in Appendix A to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

11.1.2 Any Union member appointed by the Union at the Employer established committee and/or Weingarten meeting shall receive his/her regular pay during regularly scheduled work hours. Participation outside of regularly scheduled hours is unpaid.

11.2 **Overtime:** Employees requested to work in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1 1/2) times their normal rate of pay for the time physically worked over 40 hours in a work week.

11.2.1 No overtime shall be worked, except in cases of emergency, without prior approval and the direction of the immediate supervisor.

11.2.2 Overtime shall be paid in half-hour increments. The District will not suspend work to absorb overtime. If time worked will result in overtime being paid to a substitute or temporary employee, the Employer will offer the overtime work to bargaining Union employees first.

11.2.3 After consulting with the bargaining Union, the supervisor shall allot overtime with regard to the best interest of the District and the interest of the employee on a seniority basis. In the absence of mutual agreement, the supervisor shall assign the overtime.

11.3 Call-Out

11.3.1 Call-Out time shall be defined as work performed by an employee who has been called to work by the School District to perform work, which does not immediately precede or follow the employee's regular scheduled workday.

11.3.2 All call-out time worked shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for a minimum of two hours and times the actual hours worked if in excess of two hours in half-hour increments. Through mutual agreement, employees may accept comp-time in lieu of overtime.

11.4 Payroll Deductions

11.4.1 Payroll deductions will be listed on each earnings statement or notice of direct deposit.

11.5 Placement on the wage scale

11.5.1 Each newly hired employee shall be placed at his/her experience level commensurate with previous years of relevant work experience-based on his/her submitted employment application up to a maximum of five (5) years. This practice will be retro back to 1/1/21.

ARTICLE 12 - EMPLOYEE RELATIONS PROCEDURE

12.1 The Employer and the Union agree to the establishment of a Labor Management Relations Committee (LMRC). The purpose of this committee is to discuss items of concern to either party but is not intended to replace the collective bargaining process.

12.2 Union Officers and/or Union staff representative(s) may attend LMRC meetings. The Employer may designate whomever it wishes to attend.

12.3 The committee shall meet at a mutually agreed time, place, and date. AS NEEDED

12.4 LMRC meetings shall normally be scheduled during non-working hours.

ARTICLE 13 - SAVINGS CLAUSE

13.1 Should any Article, Section or portion thereof this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision and upon a demand to bargain by either party, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

13.2 The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

ARTICLE 14 - NO STRIKE NO LOCKOUT

14.1 During the first year of this Agreement, the Union shall not strike against the School District engage in any slow-downs or other work stoppage and the School District shall not lockout the employees.

ARTICLE 15 - TERMS, AMENDMENTS AND MODIFICATIONS OF THE AGREEMENT

15 .1 This Agreement shall be effective as of the 1st day of July 2021 and shall remain in full force and effect until the 30th day of June 2024. It shall be automatically renewed from year to year thereafter unless either party may request negotiations for a successor agreement by giving written notice to the other party during the month of January or February of the year of contract expiration. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date unless mutually agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties acting through and by their respective and duly authorized officers and representatives have thereunto set their hands and seals the day and year written below.

Kalispell Public Schools:

Board Chair

Date

Director of Human Resources

Date

Maintenance Engineers/ Grounds Association – MFPE, AFT, NEA

Local Union President

Date

Local Union Vice President

Date

APPENDIX A
Maintenance Engineer Salary Matrix
Effective July 1, 2021

2021/22 2% COLA

Step	Maint II	Maint I
1	\$ 20.05	\$ 16.16
2	\$ 20.63	\$ 16.74
3	\$ 21.20	\$ 18.09
4	\$ 21.77	\$ 18.45
5	\$ 22.91	\$ 18.81
6	\$ 23.20	\$ 19.19
7	\$ 23.61	\$ 19.57
8	\$ 24.02	\$ 19.96
9	\$ 24.44	\$ 20.37
10	\$ 24.87	\$ 20.77
11	\$ 25.30	\$ 21.19
12	\$ 25.62	\$ 21.61
13	\$ 25.93	\$ 22.05
14	\$ 26.26	\$ 22.49
15	\$ 26.58	\$ 22.94
16	\$ 27.12	\$ 23.40
17	\$ 27.12	\$ 23.40
18	\$ 27.12	\$ 23.40
19	\$ 27.67	\$ 23.86
20	\$ 27.67	\$ 23.86
21	\$ 27.67	\$ 23.86
22	\$ 28.20	\$ 24.34
23	\$ 28.20	\$ 24.34
24	\$ 28.20	\$ 24.34
25+	\$ 28.78	\$ 24.82

2022/23 2% COLA

Step	Maint	Grounds
1	\$ 20.45	\$ 16.48
2	\$ 21.04	\$ 17.08
3	\$ 21.62	\$ 18.45
4	\$ 22.20	\$ 18.82
5	\$ 23.37	\$ 19.19
6	\$ 23.66	\$ 19.57
7	\$ 24.07	\$ 19.97
8	\$ 24.49	\$ 20.36
9	\$ 24.93	\$ 20.77
10	\$ 25.36	\$ 21.19
11	\$ 25.80	\$ 21.62
12	\$ 26.12	\$ 22.04
13	\$ 26.45	\$ 22.49
14	\$ 26.78	\$ 22.94
15	\$ 27.11	\$ 23.40
16	\$ 27.65	\$ 23.87
17	\$ 27.65	\$ 23.87
18	\$ 27.65	\$ 23.87
19	\$ 28.21	\$ 24.34
20	\$ 28.21	\$ 24.34
21	\$ 28.21	\$ 24.34
22	\$ 28.76	\$ 24.83
23	\$ 28.76	\$ 24.83
24	\$ 28.76	\$ 24.83
25+	\$ 29.35	\$ 25.32

2023/24 1.5% COLA;. 5% 1YO to base

Step	Maint	Grounds
1	\$ 20.86	\$ 16.81
2	\$ 21.46	\$ 17.42
3	\$ 22.05	\$ 18.82
4	\$ 22.65	\$ 19.19
5	\$ 23.83	\$ 19.57
6	\$ 24.13	\$ 19.97
7	\$ 24.56	\$ 20.37
8	\$ 24.98	\$ 20.77
9	\$ 25.43	\$ 21.19
10	\$ 25.87	\$ 21.61
11	\$ 26.32	\$ 22.05
12	\$ 26.65	\$ 22.48
13	\$ 26.98	\$ 22.94
14	\$ 27.32	\$ 23.39
15	\$ 27.65	\$ 23.87
16	\$ 28.21	\$ 24.35
17	\$ 28.21	\$ 24.35
18	\$ 28.21	\$ 24.35
19	\$ 28.78	\$ 24.83
20	\$ 28.78	\$ 24.83
21	\$ 28.78	\$ 24.83
22	\$ 29.34	\$ 25.33
23	\$ 29.34	\$ 25.33
24	\$ 29.34	\$ 25.33
25+	\$ 29.91	\$ 25.83

APPENDIX B

GRIEVANCE REPORT FORM

Aggrieved person:

Site and/or work assignment:

Date the grievance occurred:

Level:

Detailed statement of the grievance: _____

List specific provision of this agreement alleged violated:

Action requested or relief sought:

Signature of Aggrieved: _____ **Date** _____

Received by: _____ **Date** _____

**Attach prior submitted documentation for Level 2-4
Attach additional sheets if needed.**

APPENDIX C

Job Descriptions for Maintenance Engineer 1 and Maintenance Engineer II

Maintenance Engineer I (Formerly Grounds Worker):

General Overview:

The primary role of this position is to ensure the upkeep, cleanliness, and improvement of all grounds, athletic fields and grounds equipment and buildings assigned to him/her. Performs semi-skilled work in the maintenance as needed, construction and repair of buildings, equipment, and grounds throughout the District.

Specific Duties Include:

- Responsible for all district grounds maintenance and upkeep which includes, seeding, fertilizer and gypsum; weed management and insecticide usage for prevention of insects; use of unrestricted chemicals as required.
- Clean/clear roof drains
- Plants shrubs, trees and flowers; prunes trees and shrubs.
- Aerate and thatch around schools and fields in the spring and fall.
- Removes debris from stairs and walks; rakes leaves and mows lawns.
- Waters trees, shrubs and lawns and performs irrigation activities.
- Installs, repairs, and maintains irrigation systems.
- Paints and sets up all athletic fields.
Review work orders and prioritizes needs.
- Operates and maintains large power lawn mowers, edgers, hand tools and large vehicles associated with grounds maintenance and landscaping activities.
- Operates pick-up trucks, flat-rack trucks, and dump trucks for hauling purposes and for trash and debris removal.
- Performs minor maintenance and repair on equipment and tools; provides input and recommendations on others to supervisor.
- Occasionally performs general maintenance duties as directed by the Director of Facilities, which may include, filter changing, evac and repair of utility systems, sewer stoppage at Legends Field. Performs related duties and works on special projects as required.
- May assist in the maintenance of parking lots and other surfaces including asphalt repairs and minor outside masonry or plastering work as required.
- Communicates and establishes positive relationships with parents, students, staff and public.
- Takes appropriate action in the event of a school emergency.
- Serves on the after-hours emergency response team.
- Coordinates grounds work in support of school and athletic events, which may include evenings and weekends.

- Removes snow and ice from designated areas such as roofs, sidewalks and entryways as required.
- Installs and removes outdoor signs, parking and traffic control barriers and overhead banners as required.
- May assign and monitor work of temporary or seasonal staff.
- May operate various snow removal equipment.
- May support other district departments as needed and directed by supervisor.
- Other duties as assigned by supervisor.

Knowledge, Skills and Abilities:

- Knowledge of equipment, tools and procedures of grounds construction and care.
- Knowledge of fertilizers, insecticides and herbicides used in grounds care and gardening.
- Skill in operating grounds maintenance and grounds construction equipment.
- Ability to effectively communicate.
- Ability to work effectively with people from a variety of culturally diverse backgrounds.
- Ability to pass a physical screening, federal background check and drug test upon employment.
- Ability to establish positive working relationships with others.
- Ability to follow directions.
- Ability to obtain first aid certification upon employment.
- Ability to maintain regular and acceptable attendance levels.
- Ability to meet a high standard of safety and health code regulations.

Minimum Qualifications:

- High School diploma or equivalent; AND,
- Valid MT driver's license upon employment.

Preferred Qualifications:

- Experience in routine maintenance and grounds keeping.
- Pesticide Applicators License

Physical Demands:

- Ability to stand on feet for extended periods of time, stoop, bend, lift and carry items up to 40 pounds.
- This is a *Heavy Duty* job, according to the Selected Characteristics of Occupations Defined in the Revised Dictionary of Occupational Titles, U.S. Department of Labor and Industry. *Heavy Duty* involves exertion of up to 100 pounds of force occasionally, and/or 25-50 pounds frequently, and/or up to 20 pounds continuously to move objects.

Maintenance Engineer II (Formerly Maintenance Engineer)

General Overview:

This Performs maintenance and repairs to mechanical and physical structures throughout the district, maintaining a high standard of safety and efficiency. Duties will include but will not be limited to the following: plumbing, electrical repairs, mechanical repairs, HVAC, boilers heating plants, doors and locks, minor carpentry, window replacement, and drywall work.

Specific Duties Include:

- Operates and maintains district-owned equipment.
- Maintains an inventory and recommends purchase of suitable supplies, parts, tools, and equipment.
- May get quotes from suppliers as directed.
- Utilizes work order system as directed.
- Coordinates maintenance assignment to work in unison with other Facilities Services, Information Technology or other areas. Actively promotes teamwork.
- Effectively works within and utilizes maintenance budget as directed by the Facilities and Operations Supervisor.
- Works positively and cooperatively with school employees and the general public.
- Promotes the safety, health, and comfort of the students, public and district employees.
- Assists in monitoring the inventory of maintenance supplies, equipment and materials.
- Works according to the collective bargaining agreement, board policies and procedures.
- Occasionally performs general groundskeeping duties as directed by the Director of Facilities, which may include, mowing, sprinklers, irrigation repairs. Performs related duties and works on special projects as required.
- May assist with snow removal to include snow plowing, snow and ice from designated areas such as roofs, sidewalks and entryways as required.

Knowledge, Skills and Abilities:

- Knowledge of the proper operation of mechanical systems including but not limited to; boilers, pumps, mechanical cooling, plumbing and electrical, HVAC building management systems.
- Skill in operating maintenance and construction equipment.
- Ability to meet a high standard of safety and health code regulations.
- Ability to effectively and efficiently utilize labor and material resources.
- Ability to be on call for after hour emergencies when contacted.

- Ability to complete and hold the required AHERA 16-hour certification for maintenance workers who work around asbestos.
- Ability to successfully attain/maintain a State of MT low pressure boiler's operator's license.
- Ability to maintain a clean driving record and driver's license.
- Ability to pass a physical screening and federal background check.
- Ability to effectively communicate.
- Ability to work effectively with people from a variety of culturally diverse backgrounds.
- Ability to establish positive working relationships with others.
- Ability to follow directions.
- Ability to maintain regular and acceptable attendance levels.

Minimum Qualifications:

- High school diploma or equivalent; AND,
- Two years of relevant experience; AND
- Low pressure boiler's license upon employment or ability to attain within 90 days of employment; AND
- A valid Montana driver's license upon employment.

Preferred Qualifications:

- none

Physical Demands:

- Ability to stand on feet for extended periods of time, stoop, bend, lift and carry items up to 80 pounds.

This is a *Heavy Duty* job, according to the Selected Characteristics of Occupations Defined in the Revised Dictionary of Occupational Titles, U.S. Department of Labor and Industry. *Heavy Duty* involves exertion of up to 100 pounds of force occasionally, and/or 50-70 pounds frequently, and/or up to 20 pounds continuously to move objects.