

Memorandum of Agreement

Resolution of Leave Credits

This Memorandum of Agreement is entered into between Kalispell Public Schools, Kalispell, Montana (hereinafter referred to as the "District") and the Kalispell Federation of Classified Personnel Local No. 4164, MEA-MFT, NEA, AFT, AFL-CIO, hereinafter call the "Federation".

Whereas the District and the Federation had a long-standing practice of allowing bargaining unit members to cash-out unused vacation leave accrued during the school year and accrue additional leave based on the number of hours the bargaining unit member cashed out; and

Whereas this practice was addressed in Article 16, Section H of the collective bargaining agreement, and;

Whereas a dispute has arisen between the District and the Federation over discontinuing the practice of granting bargaining unit members sick and vacation leave credits based on the amount of unused vacation leave that was cashed out at the end of each school year; and

Whereas the parties agreed to discontinue the practice, essentially agreeing bargaining unit members may not continue to accrue sick or vacation leave credits while in a leave without pay status; and

Whereas the parties wish to resolve this dispute without litigation;

The District and the Federation agree to the following; The Federation hereby agrees to withdraw its grievance with prejudice and further agrees to acknowledge that no bargaining unit member may accrue any paid leave based on the amount of unused vacation leave that is cashed out at the end of a school year; and

As it relates to Article 16 Section H of the Kalispell Classified Contract, the dates when an employee's annual vacation leaves shall be granted shall be determined by agreement between each employee and the District with regard to the best interests of the District as well as the best interests of each employee. However, sentence #2 in Article 16, Section H will be amended as follows: Federation Employees that only work while the students are in attendance will no longer be asked to refrain from requesting vacation days during the school year.

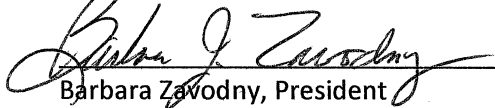
The District shall provide each current Federation member with the cash value for all vacation they would have accrued at the end of each of the prior three school years. In addition, appropriate credit will be added to employee sick leave accounts, equivalent to what each employee would have accrued at the end of each of the prior three school years (2011-12, 2012-13 and 2013-14) had the prior practice been maintained during those years. Any Federation member hired after the practice was stopped will not be eligible for the payout because they did not realize the benefit.

The cash value of vacation leave will be based on the rate of pay at the time of the accrual. Sick leave is not cashed out until the employee terminates employment and sick leave will be cashed out according to MCA 2-18-618 (6).

These amounts will be paid in full, via a separate check/payment, no later than March 10, 2015.

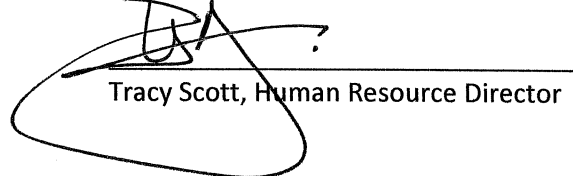
Signed this 4th day of February, 2015.

For: Kalispell Federation of Classified Personnel


Barbara Zawodny, President


Tom Burgess, Field Consultant

For: Kalispell Public Schools


Tracy Scott, Human Resource Director

As Referenced: Kalispell Classified Contract, Article 16, VACATIONS Section H page 24.

H. The dates when an employee's annual vacation leaves shall be granted shall be determined by agreement between each employee and the District with regard to the best interests of the District as well as the best interests of each employee. Employees that only work while the students are in attendance will be asked to refrain from requesting vacation days on days when students are in attendance. If they do take vacation on a day(s) when the students are in attendance, then they shall not have the right to make up the days missed.