

Collective Bargaining Agreement

Between

Kalispell Public Schools

and

The Kalispell Federation of
Classified Personnel
No. 4164, MEA-MFT, NEA, AFT, AFL-CIO

School Years:
2017 - 2019

TABLE OF
CONTENTS

ARTICLE 1	RECOGNITION	3
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	DUES DEDUCTION AND OTHER PAYROLL DEDUCTION	4
ARTICLE 4	FEDERATION RIGHTS	5
ARTICLE 5	EMPLOYEE RIGHTS AND NONDISCRIMINATION	6
ARTICLE 6	MANAGEMENT RIGHTS	8
ARTICLE 7	WAGES AND HOURS OF WORK	8
ARTICLE 8	EMPLOYEE CONDUCT	12
ARTICLE 9	SENIORITY, LAYOFF, RECALL, AND LAYOFF BENEFITS	12
ARTICLE 10	JOB POSTING, VACANCIES, AND TRANSFERS	14
ARTICLE 11	GRIEVANCE PROCEDURE	15
ARTICLE 12	LEAVE WITHOUT PAY	17
ARTICLE 13	PERSONAL LEAVE	17
ARTICLE 14	MATERNITY/PARENTAL LEAVE	17
ARTICLE 15	SICK LEAVE	18
ARTICLE 16	VACATIONS	21
ARTICLE 17	BEREAVEMENT LEAVE	23
ARTICLE 18	HOLIDAYS	23
ARTICLE 19	CIVIC LEAVE	24
ARTICLE 20	MILITARY LEAVE	24
ARTICLE 21	HEALTH AND WELFARE	24
ARTICLE 22	INSURANCE	25
ARTICLE 23	RETIREMENT	26
ARTICLE 24	NO STRIKE – NO LOCKOUT	26
ARTICLE 25	LABOR-MANAGEMENT RELATIONS COMMITTEE	26
ARTICLE 26	PART-TIME EMPLOYEES	26
ARTICLE 27	DISTRIBUTION OF AGREEMENT	27
ARTICLE 28	SAVINGS CLAUSE	27
ARTICLE 29	SUCCESSORS AND ASSIGNS	27
ARTICLE 30	TERM AND RE-OPENERS	27
APPENDIX A	CLASSIFIED JOB CLASSIFICATIONS	
APPENDIX B	CLASSIFIED WAGE SCALE 2017-2018	
APPENDIX C	CLASSIFIED WAGE SCALE 2018-2019	
APPENDIX D	GRIEVANCE FORM	
	SIGNATURE PAGE	

ARTICLES OF AGREEMENT

Between

KALISPELL PUBLIC SCHOOLS

And

THE KALISPELL FEDERATION OF CLASSIFIED PERSONNEL

LOCAL NO.4164, MEA-MFT, NEA, AFT, AFL-CIO

AGREEMENT made and entered into this 1st day of July 2017, by and between KALISPELL PUBLIC SCHOOLS, hereinafter called the "District", and THE KALISPELL FEDERATION OF CLASSIFIED PERSONNEL LOCAL NO. 4164, MEA-MFT, NEA, AFT, AFL-CIO, hereinafter call the "Federation".

It is agreed by and between the parties hereto as follows:

ARTICLE 1 – RECOGNITION

A. Bargaining Unit

The District in compliance with the provisions of the Montana Public Employees Collective Bargaining Act and Pursuant to certification of the Montana Board of Personnel Appeals in the Case No. 1-80 recognizes the Federation as the exclusive representative of all secretarial/administrative assistant/clerical personnel of the District, including crossing guards, aides, para-educators, bookkeepers, elementary and middle school office managers, monitors, music aides, library assistants, print shop clerks, interpreters, student store aides, Writing Center Specialists, Job Coaches and food service employees. Excluded are management officials, school administrators, school district clerk, supervisory employees, substitutes, tutors, bus drivers, administrative assistant to the Superintendent and Assistant Superintendent, food service supervisor, maintenance, custodial, payroll, and accounts payable, as to their wages, hours, fringe benefits and other conditions of employment.

ARTICLE 2 – DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- A. "District" shall mean the Board of Trustees of School District No. 5, Kalispell, Montana, the superintendent of said School District or his or her designee.
- B. "Federation" shall mean the Kalispell Federation of Classified Personnel Local No. 4164 MEA-MFT, NEA, AFT, AFL-CIO.
- C. "Employee" shall mean a bargaining unit member, unless otherwise specified.

- D. "Full-time Employee" shall mean an employee regularly schedule to work forty (40) hours per calendar week, two hundred twenty (220) days or more per calendar year.
- E. "Permanent Part-time Employee" shall mean an employee normally scheduled to work less than forty (40) but more than twenty (20) hours or more per workweek and regularly scheduled to work more than six (6) months in any twelve (12) month period.
- F. "Seasonal Part-time Employee" shall mean an employee normally scheduled to work less than twenty (20) hours per week and less than six (6) months in any twelve (12) month period.
- G. "Probationary Employee" shall mean either a full-time, seasonal part-time or permanent part-time employee during his or her first six months (excluding summer vacation) of continuous employment with the District. He or she will generally be paid on an hourly rate basis. Notwithstanding any other provision, of this Agreement, a probationary employee who is terminated shall not have recourse to the grievance procedure.
- H. "Temporary Employee" shall mean an employee employed on any basis and whose duration of employment is indefinite. He or she will generally be paid on an hourly rate basis. If temporary employment continues beyond six months he or she shall become a permanent part-time employee, or full-time employee.
- I. "Day" shall mean calendar day unless otherwise specified.

ARTICLE 3 – DUES DEDUCTION AND OTHER PAYROLL DEDUCTION

A. Dues Deductions

The District agrees to deduct in monthly equal installments from the wages of employees who have individually authorized such in writing, an amount equal to annual Federation membership dues and to turn over all such monies to the Federation.

B. Representation Fee

1. An employee covered by the terms of this Agreement shall not be required to become a member of the Federation but must, subject to the limitations contained in B.3 of this article, pay a representation fee to the Federation. It is recognized that the Federation is required to represent all employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Federation.
2. Upon receipt of a written authorization from an employee covered by this Agreement, the District shall deduct from the employee's pay the amount owed to the Federation by the employee for dues or the representation fee. The District will remit to the Federation such sums within thirty (30) calendar days of each payday. Changes in the Federation's dues and representation fee rates will be certified to the District in writing over the signature of an authorized officer of the Federation and shall be done at least thirty (30) calendar days in advance of such change.

3. An employee hired after August 1, 1988 shall, within thirty (30) calendar days after the ratification of this Agreement or within thirty (30) calendar days from the start of employment, whichever is later, pay dues or a representation fee to the Federation. Any employee who is a member of the Federation on the date this Agreement is ratified, or who becomes a member during its term, shall continue to pay dues or a representation fee to the Federation.
4. An employee who refuses to comply with the provisions contained in B.3 of this article shall be discharged by the District within thirty (30) calendar days after receipt of written notice of default and demand for discharge from the Federation.
5. Within seven (7) calendar days from the ratification date of this Agreement, the District shall furnish to the Federation a list of all employees in the bargaining unit. The District shall notify the Federation President within seven (7) calendar days of the hire or discharge of any bargaining unit member. It is understood, however that employment decisions do not become official and binding until formal action is voted upon by the Board of Trustees.
6. The Federation agrees to indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of its compliance with the A. and B. provisions of this Article.

C. Other Payroll Deductions

Upon appropriate written authorization from an employee, the District shall deduct from the salary of any employee and make appropriate remittance for any item which has been approved by the District.

ARTICLE 4 – FEDERATION RIGHTS

- A. The Federation shall have the right to hold meetings upon request to the highest administrator in charge of a building within the District.
- B. The Federation shall have the right to use the mail and e-mail system between school buildings for the purpose of communicating with bargaining unit employees.
- C. The Federation shall have the right to adequate bulletin board space for the purpose of posting notices and bulletins regarding the business of activities of the Federation.
- D. Release time for Federation business: Bargaining unit members may donate personal days to accumulate up to twenty (20) days annually for Federation business. Requests for use of Federation release time will be made one (1) week in advance of its use by the Federation President to the Superintendent.
- E. Information: The District agrees to furnish the president of the Federation a copy of the packet of all information, at the same time that the Board receives it, for any regular or special meeting of the Board, minus any materials excluded by law.

ARTICLE 5 – EMPLOYEE RIGHTS AND NONDISCRIMINATION

A. Health and Safety of Employees

The District shall provide a place of employment which does not endanger the health or safety of any employee. An employee shall notify the District of any safety or health hazards that he or she observes. The District shall investigate the matter, and the parties shall cooperate in promoting and initiating appropriate remedial action. An employee shall have the right to refuse work under conditions which are unsafe, provided that the District has had a reasonable period of time to correct the deficiency causing the hazardous condition. If an employee is required to wear protective clothing or devices, the District shall furnish such items.

B. Job Description

Each employee shall have a job description, provided by the District defining duties and responsibilities within the scope of his or her work assignment. A copy of the applicable job description will be provided to each employee upon hiring or request to Human Resources by an employee. Also, a copy will be furnished each time a job description is modified by the District.

C. New or Changes in Rules

The District shall provide information on new or changes in rules, policies, or laws on a timely basis and will, if requested by the Federation, provide appropriate training on matters which directly affect employees.

D. Nondiscrimination

The District and the Federation agree that they will work cooperatively to assure that all employees have equal employment, promotion, training, or other opportunities. There shall be no unlawful discrimination by either party on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. In addition, the Employer agrees to provide a work place free of harassment and/or intimidation of any employee or group of employees. No member of the bargaining unit shall be retaliated against for filing any classification appeal, grievance, complaint, or for exercising their right provided by law, rules, policies or this Agreement. The District agrees to investigate and respond to an employee's allegations of unfair treatment by supervisors in accordance with Board Policy and/or this Agreement. Reports shall be promptly investigated and handled appropriately. Reports shall be promptly investigated and the rights of all individuals will be protected at all times.

E. Personnel Files

The District shall maintain one (1) official personnel file for each employee. An employee may obtain a copy of any document in his or her file upon request. An employee may, in writing, authorize a representative to access and have copied any material in his or her personnel file or pay records. An employee has the right to answer or qualify any material filed, and such responses will be attached to the related material in the file. An employee may place any relevant document in his or her personnel file. No information reflecting critically upon an employee shall be placed in the District's personnel file that does not bear either the signature or initials of the employee indicating that he or she has been shown the material; or statement by a supervisor and a union representative that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee. Letters of caution, consultation, warning, admonishment, reprimand, suspension, or probation shall be followed with an update as to the status of the behavior of concern. All improvements made are expected to be maintained by the employee. Material placed in an employee's personnel file without conformity with the provisions of this Article will not be used by the District in any subsequent evaluation or disciplinary proceedings involving the employee. Upon discovery of material, not in compliance with this Section, in an employee's personnel file, it shall be removed and destroyed. Any derogatory material about an employee not being utilized in conjunction with an ongoing issue will be removed from the employee's file after three (3) years.

F. Employee Evaluations

1. Probationary employees may be evaluated within the first six (6) months of employment. Probationary employees may be evaluated more frequently as determined by the employee's immediate supervisor or the District. The employment may be terminated at the will of either the employer or the employee at any time during the initial probationary period.

The District shall evaluate each non-probationary employee during the following school 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. Any evaluation of an employee will be completed no later than May 31 of each year.

2. An employee's evaluation will be done by his or her immediate supervisor in conjunction with the District approved process, as noted in number 3 below.
3. Employee Evaluations: Only an evaluation/review system approved by the Board shall be utilized by the District in the evaluation of employees covered by this Agreement. Employee evaluation procedures are recognized to be a cooperative effort between the employee and his/her immediate supervisor with the express purpose of achieving good job performance. No reprimands, warnings, admonishments, etc. shall be written in the evaluation unless the employee has received notice regarding the offense prior to the written evaluation. If an employee disagrees with the performance evaluation and desires a review by a higher authority, he/she will be granted a review. Whenever performance evaluations are prepared, the employee shall receive a copy. The immediate supervisor shall discuss the evaluation with the employee and note by signature

retained in the personnel file that the evaluation has been discussed with the employee. The employee has the right to submit a written response to the performance appraisal form in the personnel file. Bargaining unit employees shall not be required to prepare other bargaining unit employee performance evaluations.

4. A copy of the evaluation will be provided to the employee and a copy will be placed in the employee's personnel file.

G. Discipline and Discharge

An employee shall not be discharged, suspended, or otherwise disciplined by the District except for just cause.

ARTICLE 6 – MANAGEMENT RIGHTS

As provided in MCA 39-31-303, and except as otherwise expressly provided in this Agreement, the District retains the sole and exclusive right to operate and manage its affairs in such areas as, but not limited to, the right to hire, promote, transfer, assign and retain employees; the right to relieve employees from duties because of lack of work or funds or under conditions where continuation of such would be inefficient and non-productive; the right to maintain the efficiency of the District's operations; the right to determine the methods, means, job classifications, job descriptions and personnel by which the District's operations are to be conducted; the right to take whatever actions may be necessary to carry out the missions of the District in situations of emergency; the right to establish the methods and processes by which work is performed; and the right to promulgate and enforce rules, regulations, and policies applicable to the District's operation and its employees which are not in direct conflict with this Agreement.

ARTICLE 7 – WAGES AND HOURS OF WORK

- A. A normal workday for employees shall consist of a maximum of eight (8) hours and a normal workweek for employees shall consist of a maximum of five (5) normal workdays. Employees may be scheduled to work a four (4) day, ten (10) hour work week, provided that the employee and his/her supervisor agree upon such schedule. Any variation from an employee's established work schedule shall be approved by the District and an explanation of any schedule change initiated by the District shall be given to the affected employee before the effective date of the change.
- B. Wages shall be paid in accordance with the negotiated Job Classification for the appropriate year. Please refer to the appendix section for classification and wage information.
- C. A full-time employee scheduled to work eight (8) hour days shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek. A less than .80 FTE part-time employee directed to perform work in excess of eight hours per day shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of eight (8) hours in a workday. An employee scheduled to work ten (10) hours in a day shall be compensated at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of forty (40) hours in a work week.

There shall be no pyramiding or duplicating of overtime pay. Hours paid for at overtime rates under a provision of this Agreement shall be excluded as hours worked in computing overtime pay for another pay provision. Except in case of emergency, overtime hours shall only be worked at the request of the District upon receiving express prior approval of the employer. Overtime will be paid in half-hour increments.

- D. All work performed on Sunday or a negotiated holiday shall be compensated at two (2) times the employee's hourly pay rate. The employee may receive compensatory time in lieu of overtime with prior supervisory approval.
- E. Each employee will receive at least a thirty (30) minute lunch break to be left at the employee's option.
- F. Any employee required to travel as part of his or her duties will receive a travel allowance per mile in accordance with the IRS rate as of January of each year.
- G. A daily morning and afternoon fifteen (15) minute rest period with pay shall be granted to any employee scheduled to work six (6) hours or more. Employees scheduled to work four (4) hours or more but less than six (6) hours shall be granted one fifteen (15) minute rest period each workday. Rest periods shall not be taken immediately before or after an employee's lunch break or immediately after his or her scheduled beginning time or before his or her scheduled quitting time each workday. The supervisor may grant exceptions to the rest period schedule based on District needs. Rest periods shall be taken in accordance with the schedule approved by the employee's supervisor.
- H. Wage scale advances will be given only at the end of the fiscal year and only after an employee has served a minimum of one-half of the work year (within a 10 day window period) allocated to the position to which the employee was assigned.
- I. Wage scale advancement will be limited to one (1) step on the wage scale per year.
- J. Any employee who terminates employment with the District and is subsequently re-hired into the same position will be given credit for work performed for the District within the five (5) year period immediately preceding the employee's re- hire date and will be placed on the wage scale in order to reflect such credit.
- K. An employee who is assigned additional duties and/or has been temporarily transferred to another position; or who has been temporarily reassigned to an upgraded position, shall be compensated at a rate of pay equivalent to the higher classified position. An employee who is permanently transferred from a classification to another will be placed at the same step number which he or she occupied in his or her previous position or the employee's current wage whichever is greater. Each year thereafter the employee shall receive the same increase that the base in the employee's new classification receives until such time as the schedule catches up to the employee's wage.
- L. Each employee will receive his or her paycheck on the tenth (10th) of each calendar month for pay earned during the immediately preceding calendar month. If the payday falls on a holiday or weekend, pay will be received on the last preceding workday. The District will make every reasonable effort to not have PIR days fall on a classified pay date.

- M. Upon agreement of the District and the employee, an employee may receive compensatory time in lieu of overtime and accordance with the provisions of the Agreement.
1. Accrual Rate – Compensatory time for employees will accrue at the rate of one and one-half (1 ½) hours for each one (1) hour of overtime worked to a maximum of three hundred and twenty (320) hours.
 2. Use of Compensatory Time – Compensatory time may be taken by an employee at a time mutually agreeable to the employee and his or her immediate supervisor or may be maintained by the employee, or may be cashed-out at the time of separation from the District at the employee's rate of pay at the time of separation.
- N. If the District requires that an employee wear a uniform to perform his or her duties, the District will provide two (2) uniforms per school year, at no expense to the employee. This will be done no later than sixty (60) days from the first day of school, for the term of this contract.
- O. An Interpreter who reports to work and finds his or her student(s) absent for the day shall be given the option of performing other duties for that work day or two (2) hours pay and taking the rest of the day off without pay. Either option shall be included in his or her accumulation of one hundred eighty-three (183) contract days.
- P. If a classified employee agrees to substitute for a certified teacher, the classified employee must report to the school office and sign a substitute report form on the same day for which he or she worked. An employee who is temporarily employed as a substitute teacher shall continue to accrue vacation, sick leave, and retirement service credits at his or her current rate and shall receive substitute pay or differential pay equal to \$2.00 per hour above his or her current hourly rate of pay whichever is higher.
- Q. An employee who moves from one job classification to another will be placed on the same step of the wage schedule in the new job classification grade as he or she is currently placed.
- R. Educational Incentive
1. If they determine it to be in the best interests of the District, the Human Resources director and/or, if applicable, building principal may reimburse an employee the cost of tuition and required books for college or other courses that the District believes will improve the employee's ability to perform assigned duties.
 2. The District will budget at least \$500.00 per year for in-service and professional opportunities for classified/food service personnel. This will be waived during years of financial uncertainty.
- S. Time Reporting
Employees will take responsibility to report time and absences using the designated District system and procedures. Time reporting must be completed by the end of the day on the last working day of the month. If a possible discrepancy is discovered by the payroll office, the payroll office will contact the immediate supervisor with the issue to be reconciled. The immediate supervisor will reconcile the issue

with the employee and communicate the reconciliation to the payroll office. Efforts will be made to make the adjustment in the pay period in which the issue arose. If reconciliation is not made in the pay period it will be made in the next pay cycle.

T. No Pay Days

1. For an employee who has two hundred twenty (220) or more work days/year: a maximum of ten (10) days per year will be available to be used on a “no pay” status with full insurance benefits. These days are available only after all personal and floating holiday days have been used. Requests for “no pay” days should be made in writing to the immediate supervisor and approved by signature before they are used. Requests for “no pay” status beyond the ten (10) days must be applied for as a leave of absence. Insurance coverage during a leave of absence must be paid by the individual. The above requirements for the prior exhaustion of all personal and floating holiday days does not apply if an employee is taking less than half a day with no pay so long as the immediate supervisor has approved such time off.
2. For an employee who has less than two hundred twenty (220) work days/year: a maximum of five (5) days/year will be available to be used on a “no pay” status with full insurance benefits during the months the District presently pays. These days are available only after all personal days have been used. Requests for “no pay” days should be made in writing to the immediate supervisor and approved by signature before they are used. Requests for “no pay” status beyond the five (5) days must be applied for as a leave of absence. Insurance coverage during a leave of absence must be paid by the individual. The above requirement for the prior exhaustion of all personal days does not apply if an employee is taking less than half a day with no pay so long as the immediate supervisor has approved such time off.

U. In the event that an employee’s duty day is lost due to a school closing, the employee shall perform duties on a make-up day scheduled by the District or take a vacation or personal day. Exception: If a state of emergency is declared and the District receives regular funding, then an employee will be paid his or her regular pay as though he or she had worked.

V. Temporary Reassignment

An employee may be temporarily reassigned until the end of the school year to a higher graded position for reasons deemed appropriate by the District appointing authority. The employee shall be notified in writing at the beginning of the assignment as to the reasons for the temporary reassignment, the anticipated duration, and the amount of temporary wage increase. A temporary assignment may be extended only once until the end of the following school year. If an employee is temporarily assigned to another position, the employee’s permanent position must be available for the employee’s return, should the employee not be made permanent in the position to which he or she was temporarily assigned. When an employee’s regularly assigned duties change for at least one full shift, the affected employee’s salary will be adjusted to the appropriate classification pay grade and step placement. However, this should not be construed to be a permanent classification change.

ARTICLE 8 – EMPLOYEE CONDUCT

The District and Federation agree that all employees shall do the following:

1. Observe all building and District rules and regulations.
2. Perform duties with a spirit of cooperation.
3. Observe positive public relation procedures in contacts with the public, other staff and students.
4. Dress appropriately for the work performed and maintain a neat and clean appearance.
5. Observe all safety rules and regulations.
6. Notify the immediate supervisor in advance or as soon as feasible in an emergency situation of any absence due to illness or other emergency. Make all arrangements for a substitute through the immediate supervisor. Employees are not responsible for securing a substitute when exercising leave under the terms of this agreement.

ARTICLE 9 – SENIORITY, LAYOFF, RECALL, AND LAYOFF BENEFITS

- A. Seniority shall mean the length of an employee's continuous, uninterrupted employment with the District since the employee's last day of hire. If an employee is transferred to another job classification, he or she will carry his or her seniority in the District to the new classification.

A seniority list shall be maintained by the District setting forth the seniority of each employee and a copy of this list shall be provided to the President of the Federation, each employee, and be posted on an employees' bulletin board at each work site, no later than January 10th of each year. Any challenges to the accuracy of the seniority list will be through the grievance procedure. Seniority shall not accrue during a leave of absence without pay which exceeds thirty (30) calendar days.

- B. Seniority shall terminate for the following reasons:

1. If the employee voluntarily terminates.
2. If the employee is terminated for cause.
3. If continuous layoff extends beyond twelve (12) calendar months.
4. If an employee obtains a leave of absence for false reasons.

- C. Layoff

1. Layoff of employees may occur if there is a substantial change in the funding of the District beyond its control. In the event a layoff is necessary, employees will be laid off in the order of least seniority within job areas affected. An employee scheduled for layoff in his or her current position may exercise seniority in another job classification if he or she is qualified in another job classification. Any bumping

by an employee may be lateral or to a lower classification, but not to a higher one. An employee to be laid-off will be given thirty (30) days' notice when possible, before the effective date of the layoff.

2. An employee identified or scheduled for layoff may bump any less senior employee in an equal or lower pay classification for which he or she is qualified. Any employee bumped pursuant to this paragraph may in turn bump a less senior employee in an equal or lower pay classification for which he or she is qualified. Bumping is defined as an employee initiated action to move from a position eliminated or a reduction in the number of employees in a position by the District. Bumping is not considered a "transfer" as defined in Article (7) K.

D. Recall

1. Whenever there is a vacancy in a bargaining unit position or a new position created, laid-off employees who are qualified to perform the work in question will be recalled in reverse order of seniority (the most senior recalled first) for those vacancies, unless the employee does not meet the minimum qualifications of the position.
2. No new permanent or substitute appointments may be made while there are laid-off personnel available who are qualified to fill vacancies. No bargaining unit position shall be filled by work study, J.T.P.A., a volunteer, Workfare, or work-release employee, etc. without the concurrence of the Federation.
3. Notice of recall will be given by Certified Mail Return Receipt Requested to the last address given to the District by an employee. A copy of the notice of recall will be given to the Federation President. If an employee fails to respond within ten (10) calendar days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.
4. An employee who is laid-off will remain on the recall list for twelve (12) months after the effective date of layoff unless the employee:
 - a. Waives recall rights in writing
 - b. Resigns
 - c. Fails to accept an offer of recall
 - d. Fails to report as instructed in the recall notice to work in a position that the employee has accepted, unless prior arrangements have been made with the Human Resources Office.

E. Layoff Benefits

1. During the period of layoff, the employee may choose to continue participation in the health insurance program. An employee who chooses to continue participation in the insurance plan will do so at his or her expense in accordance with state and federal law.
2. All benefits contained within the Agreement to which an employee was entitled at the time of their layoff will be restored to them upon returning to active employment.

ARTICLE 10 – JOB POSTING, VACANCIES, AND TRANSFERS

A. Job Posting

When a new position (excluding temporary) is created which will be covered by the terms of this Agreement or a vacancy occurs in any existing position, (excluding temporary), the District shall post a notice of internal vacancy for five (5) consecutive workdays. Internal and public job announcement notifications will be sent via e-mail and posted on a staff bulletin board at school sites throughout the District. Applicants must submit designated application materials to Human Resources within the timeframe for consideration. A hard copy will be provided to the President of the Federation upon request.

B. Filling Vacancies

When transferring or promoting employees within the bargaining unit, seniority shall be applied by job classification and the following factors shall be given consideration:

1. Seniority
2. Present skill and ability

When two (2) or more employees are considered for transfer or promotion, factor 2. shall control, provided that the District determines that two or more employees have equal present skill and ability, factor 1. shall then control. Present skill and ability shall be determined from employee evaluations and job performance records. Employees in a layoff status shall be entitled to a hiring preference for any bargaining unit position for which they are qualified. An employee may request a transfer within the bargaining unit at any time. Employees will receive written or verbal notice at least a week before a voluntary transfer is effective.

If an employee is transferred by the District, he or she will retain his or her seniority.

Applicants not employed in the system shall not be hired until employees in the system have had an opportunity to apply and be considered for the position.

C. Outside Assignments

Any bargaining unit member assigned to a non-bargaining unit position on a temporary basis shall remain in the bargaining unit for purposes of seniority until such time as he or she is filling the non-bargaining unit position on a permanent basis.

D. Crossing Guard and Transportation Aide Duties

The addition of Crossing Guard and Transportation Aide duties can be a permanent increase to an employee's full-time equivalency status. The duties would be assumed on an initial voluntary basis for

existing employees and added to other classified positions as attrition occurs. Any employee accepting the duties would receive the rate of pay in his/her primary position. Employees may not resign from these duties, only the total position, upon acceptance.

The District still retains the ability to hire a Crossing Guard at the existing classification if it is the employee's only position of employment.

ARTICLE 11 – GRIEVANCE PROCEDURE

A grievance shall be any dispute or complaint concerning the interpretation of, application of, or compliance with any provisions of this Agreement and shall be taken up in the manner hereinafter provided.

- A. As used in this article, the term "employee" shall mean an employee, a group of employees having the same grievance, or the Federation.
- B. Day shall mean all regular work days, exclusive of holidays. If a grievance is not resolved or filed prior to May 1, time limits shall consist of all calendar days so that the grievance may be resolved before the close of the school term or as soon thereafter as is possible.
- C. The parties hereby agree that informal discussion is encouraged, however, if through informal discussion an employee's grievance is not resolved or by an employee not choosing to have an informal discussion, he or she or it may seek relief by following the steps below in sequence shown:
 - Step 1. The grievance shall be reduced to writing and the employee(s) and/or a designated representative of the Federation shall present it to the appropriate supervisor (lowest level supervisor that has the authority to resolve the grievance). The grievance must be so presented within thirty (30) working days of the occurrence of the event out of which the grievance arose. The grievance shall state the nature of the incident, the provision of this Agreement on which it is based, the relief sought and must be signed by an employee or the Federation. The District shall give its written answer within fifteen (15) working days following receipt of the written grievance.
 - Step 2. If no satisfactory adjustment is agreed upon as provided in Step 1, the matter shall be referred by the aggrieved employee(s) or the Federation within fifteen (15) working days to Step 2. Upon referral to this step, the grievance shall be referred to the office of the Superintendent for consideration by the Superintendent or his designee. A meeting between the grievant(s), the Federation, and the Superintendent or his or her designee will occur within ten (10) working days of the grievance being referred to the Superintendent. The District shall give its written answer within fifteen (15) working days after the meeting at Step 2.
 - Step 3. If no satisfactory adjustment is agreed upon as provided in Step 2, the matter shall be referred by the aggrieved employee(s) or the Federation within fifteen (15) working days to Step 3. Upon referral to this step the grievance shall be referred to the Board of Trustees of the District. The Board shall give its written answer within fifteen (15) working days after a hearing at Step 3. Upon agreement of the parties, grievance mediation may be used prior to arbitration.

- Step 4. If no satisfactory adjustment of the grievance is reached in the foregoing steps, the matter shall be submitted to arbitration, provided that, Federation has so notified the District in writing within fifteen (15) days following the District's answer to Step 3. The Federation shall within five (5) working days following forwarding of such notice of the District, request a panel of seven (7) arbitrators from the Board of Personnel Appeals. In selecting the arbitrator, in the event the parties agree to select an arbitrator through this process, the parties shall alternately strike names and the last remaining name on the list shall be appointed the arbitrator, if available. Which party strikes first shall be determined by a coin toss.
- C. The arbitrator selected shall hear and determine the matter as quickly as possible and his or her decision shall be final and binding on the parties.
 - D. In any step of the grievance procedure, when it becomes necessary for an individual to be involved during working hours, he or she shall be excused with pay for that purpose, if mutually agreed upon by the Federation and the District.
 - E. At any step of the grievance procedure an employee may have a Federation representative present, and the Federation has a right to have a representative present at any step.
 - F. The arbitrator may interpret this Agreement and apply it to the particular facts presented to him or her but he or she shall have no authority or power to add to, subtract from, or in any way modify the terms of this Agreement or any agreements made supplemental hereto. The fee of the arbitrator shall be borne equally by the District and Federation.
 - G. Any grievance not presented in Step 1 within the time limit specified shall not be entitled to consideration, and any grievance not appealed from one step to another within the time limit specified shall be considered settled on the basis of the District's last answer. In the event the District fails to answer a grievance within the time limit specified, the grievance shall automatically go to the next step of the grievance procedure provided herein.
 - H. The time limits provided in this article are exclusive of Saturdays, Sundays and holidays set forth in this Agreement. The time limits may also be waived in writing by mutual agreement of the District and Federation.
 - I. No reprisals shall be taken by any party against any individual for his or her participation or non-participation in the grievance process.
 - J. Either party may have representation at any step of the grievance procedure.
 - K. Each party shall be responsible for the costs of presenting its case, but the parties shall equally share the expenses and fees of the arbitrator. Should one party request a transcript, that party shall pay all costs thereof, unless the other party also requests a copy in which case the cost shall be equally shared.
 - L. The written grievance shall be filed and responded to using the Grievance Reporting Form included in appendix. The grievant shall state the provisions of the Agreement alleged to have been misinterpreted, misapplied, or violated, how such provisions are allegedly violated, and the specific remedy sought.

- M. Once a grievance has been filed, the grievant and/or the Federation waive any right to pursue against the District an action or complaint that seeks the same remedy for the same alleged violation, unless the grievant withdraws the grievance.
- N. In all cases, service shall be considered accomplished when a grievance, response or other communication provided herein is posted, prepaid in U.S. mails, in accordance within the time limits established herein, or when such is hand delivered.
- O. The District shall provide the relevant information to process a grievance, unless the information is prohibited by law.

ARTICLE 12 – LEAVE WITHOUT PAY

- A. An employee shall be granted a leave of absence without pay with prior approval of their immediate supervisor and the Superintendent of the District. These leaves will be considered on the merits of the request.
- B. Requests for leave of absence without pay shall be submitted in writing to the employee’s immediate supervisor. The request shall state the reason for the leave and approximate length of time off which the employee desires.

ARTICLE 13 – PERSONAL LEAVE

Each employee in a position scheduled to work 199 days or less shall be granted two (2) personal leave days with pay per year. Personal leave may accumulate to a maximum of four days.

Each employee in a position scheduled to work 200 days or more shall be granted three (3) personal leave days with pay per year. Personal leave may accumulate to a maximum of five days.

If personal time remains at the end of the academic year, up to two (2) personal leave days will automatically be carried over to the following year.

Advance written request is required except in emergency situations, and will be made to the employee’s immediate supervisor for prior approval. Personal leave may be taken in one hour increments and cannot be cashed out. Personal leave is based on a reflected proration of the employee’s FTE.

ARTICLE 14 – MATERNITY/PARENTHOOD LEAVE

The District shall comply with all state and federal laws as it relates to pregnancy or pregnancy related disability, adoption or foster care.

During the time an employee is on paid leave related to parenthood leave, the employee shall retain and accrue the benefits of leave, health insurance, tenure, etc. as operative under the Board policy and mandated by law.

Accumulated Sick Leave privileges extend to the bargaining unit member under Parenthood Leave.

Unpaid extended Parenthood Leave:

After the employee has expended his/her sick leave under the conditions stated above, the employee may request up to 2 full years total of unpaid parenthood leave over the course of their employment with the District. This leave is not benefit eligible. Parenthood Leave may not be requested for children over the age of two. Unpaid Parenthood Leave time will not be applied to granting of tenure.

Upon returning to employment, the employee will be credited with experience accumulated in the school system up to the time of the leave, with five months or more credited as one year, and less than five months not to be credited.

The District may require a Return to Work statement from the employee's doctor verifying that she is able to come back to work with or without limitations after birth of the child.

Any employee intending to request parenthood leave shall submit the request not less than thirty days prior to the anticipated beginning leave date.

Parenthood leave, paid or unpaid, may be requested under the above terms by employees in relation to the birth, adoption, or fostering of a child or children.

ARTICLE 15 – SICK LEAVE

A. Sick Leave

“Sick Leave” means a leave of absence with pay for but not limited to the following:

1. Illness
2. Injury
3. Medical disability
4. Maternity-related disability, including prenatal care, birth, miscarriage, or other medical care for the employee
5. Quarantine resulting from exposure to a contagious disease
6. Medical, dental, or eye examination or treatment

Sick leave is available to the employee to use for any condition above for his or her immediate family. Immediate family is defined as spouse, parents, aunts, uncles, nephews, nieces, grandparents, brothers, sisters, children, grandchildren, sons-in-law, daughters-in-law, and the same relation of the

employee's spouse in like degrees, significant other, or any person residing in the employee's household.

B. Accrual of Sick Leave

1. Each employee is entitled to and shall earn sick leave credits from the first day of employment.
2. An employee must be continuously employed for the qualifying period of ninety (90) calendar days to use sick leave. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he or she has earned.
3. Unless there is a break in service, an employee only serves the qualifying period once. A break in service shall mean a period of time that severs continuous employment. The period of time shall be for more than thirty (30) working days when the employee is not working or is not on an approved leave of absence.
4. Any employee simultaneously employed in two (2) or more positions in the bargaining unit will accrue sick leave credits in each position according to the total number of hours worked for the District.
5. An employee will only accrue sick leave credits while in regular pay status. Sick leave credits will not accrue for any hours paid as overtime or compensatory time.
5. An employee may not accrue sick leave credits while in a leave without pay status.

C. Calculation Sick Leave Credits

1. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Accrued sick leave shall be credited at the end of each pay period. Employee shall accrue sick leave at a rate of .046125 hours for each hour in pay status excluding compensatory or overtime. Sick leave credits shall be earned at the rate of no more than twelve (12) eight (8) hour working days for each year of service without restriction as to the number of sick leave days that may be accumulated.
2. Each permanent part-time employee is entitled to pro-rated leave benefits if they have worked the qualifying period. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
3. Sick leave credits are earned at the end of each pay period. These sick leave credits may not be used until the start of the next pay period.

D. Rate of Compensation: An employee on authorized sick leave is entitled to the hourly wage for those hours he or she would have worked had he or she not been absent from work.

E. Lump Sum Payment Upon Termination

1. An employee who terminates employment with the District is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he or she terminates employment with the District. Accrual of sick leave credits for calculating the lump sum payment provided for in this article begins July 1, 1981.
2. An employee who received a lump sum payment pursuant to this article and who is again employed by the District shall not be credited with any sick leave for which the employee has previously been compensated.

F. Abuse of Sick Leave

Abuse of sick leave is cause for disciplinary action under the provisions of 2-18-618 MCA. Abuse of sick leave occurs when a bargaining unit member misrepresents the actual reason for charging an absence to sick leave and/or when an employee uses sick leave for unauthorized purposes. In the event the District has a valid reason to suspect abuse, the District may request a licensed medical provider's note justifying the need for sick leave.

G. Injury or Illness

1. Serious injury or illness: An employee returning to work after an illness or injury may be required to present a statement from his or her licensed medical provider that confirms the employee has been released back to work with or without restrictions.
2. Non-serious illness: An employee returning to work following a non-serious illness may not be required to present a statement from a licensed medical provider unless the employee has been absent in excess of five (5) continuous working days or if the district suspects abuse.

H. Sick Leave Report

Each employee shall be given a monthly written accounting of accumulated sick leave as a part of his or her monthly paycheck.

I. Family and Medical Leave Act

The provisions of the Family and Medical Leave Act are incorporated into this Agreement by reference. Sick leave is deemed to begin with leaves that qualify under the FMLA.

J. Sick Leave Donation

The Federation will develop and disseminate the criteria for qualifying for sick leave donation.

1. In the event an employee needs sick leave time in excess of those provided pursuant to this Agreement, additional sick leave may be provided by contribution of accumulated but unused sick leave by any other employee in the bargaining unit. The sick leave donation may not reduce his or her accumulated sick leave to less than ten (10) days.

Donated sick leave may be used by a bargaining unit member in the same manner that accumulated sick leave may be used.

2. An employee shall not be eligible to receive donated sick leave time until that employee has exhausted all of his or her accumulated sick leave. While receiving donated sick leave, an employee may not receive pay or compensation from any other plans in which the District participates, either in full or in part. For purposes of this section, District insurance contributions are not considered compensation.
3. Under no circumstances will an employee be allowed to access or receive more than twenty (20) donated days per school year.
4. For purposes of this section, a day shall be defined as the number of hours that the donor or recipient is normally scheduled to work.
5. An employee seeking sick leave donations must complete the appropriate form which the Federation will provide.

ARTICLE 16 – VACATIONS

- A. “Vacation Leave” means a leave of absence with pay for the purpose of rest, relaxation, or personal business at the request of the employee and with the concurrence of the District. A “day” for purposes of this Article shall mean the hours regularly worked each work day by an employee.
- B. An employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, an employee must be credited with one (1) year of service, if he or she is employed for at least an entire academic year. Vacation leave credits earned shall be credited at the end of each pay period. However, an employee is not entitled to any vacation leave with pay until he or she has been continuously employed for a period of six (6) calendar months.
- C. A seasonal employee shall earn vacation credits. However, a seasonal employee must be employed six (6) qualifying months before he or she may use the vacation credits. In order to qualify, a seasonal employee must immediately report back for work when operations resume in order to avoid a break in service.
- D. A permanent part-time employee is entitled to annual vacation benefits if he or she has worked the qualifying period.
- E. An employee may not accrue annual vacation leave credits while in a leave without pay status.
- F. A temporary employee does not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the District without a break in service and a temporary employee who is employed continuously longer than six (6) months may count as earned leave credits for the immediate term of temporary employment.
- G. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applied to the total years of an employee’s employment with the District whether the

employment is continuous or not. The accrual rates are in accordance with MCA 2-18-612 and are indicated in the chart below:

Completed Years of Service	Days Earned Per 260 Day Calendar Year	Maximum Full-Time Accrual per Year (Hours)	Hourly Accrual
1 day through 10 years	15	120	.0577 5 x hrs. worked
10 years through 15 years	18	144	.06925 x hrs. worked
15 years through 20 years	21	168	.08075 x hrs. worked
20 years or more	24	192	.09225 x hrs. worked

- 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 no longer 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.
- I. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
- J. An employee who terminates his or her employment shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth above.
- K. In the event of death of any employee, unused vacation credits shall be paid to the employee’s heirs as required by law.
- L. Holidays occurring while an employee is on vacation leave will not be charged as vacation time.
- M. A period of absence from employment with the District occurring either during a war involving the United States or in any other national emergency and for ninety (90) days thereafter for any of the following reasons is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this article:

 Having been ordered on active duty with the Armed Forces of the United States; voluntary service on active duty in the Armed Forces or on ships operated by or for the United States Government; or direct assignment to the United States Department of Defense for duties related to national defense efforts if a leave of absence has been granted by the District.
- N. Employees shall be given an accounting of accumulated vacation leave hours on their earnings statement. Accrual rates are based on hire date.

- O. The District will cash out all employees' accumulated unused vacation leave on the last paycheck at the end of the school year, unless requested otherwise by the employee in writing, not to cash out the leave. An employee may cash out all or any portion of his or her vacation leave in hourly increments. The remaining balance, if any, will be carried over within the limitations of Article 17 – Vacations, Paragraph I. An employee shall make this written or email request to the Payroll Clerk prior to June 1 of the applicable year.
- P. Vacation leave may be taken in as little as one (1) hour increments.

ARTICLE 17 – BEREAVEMENT LEAVE

In case of death of any employee's spouse, parents, grandparents, brothers, sisters, children, grandchildren, sons-in-law, daughters-in-law, and the same relation of the employee's spouse in like degree, the District will grant a funeral leave with pay up to five (5) working days for each occasion. If excessive travel is involved, extra days without pay may be granted by the District if it determines that conditions warrant this additional time. Requests for additional leave shall be made in writing to the Superintendent. Funeral leave time is non-accumulative and the District may require substantiation.

ARTICLE 18 – HOLIDAYS

- A. An eligible employee will receive the following holidays:

Independence Day, July 4	Christmas Eve, December 24
Labor Day, September	Christmas Day, December 25
Thanksgiving, November	New Year's Eve, December 31
Day Following Thanksgiving, November	New Year's Day, January 1
	Memorial Day, May
- B. To be eligible for holiday pay an employee must have been in pay status the work day before and after holiday.
- C. The list of holidays and where they fall on the calendar will be provided each employee on his or her first working day of each fiscal year. There will also be posted a list of paid holidays in the office in each building in the District.
- D. An employee who works on a holiday will be paid two (2) times the employee's regular straight time hourly rate for each six (6) minutes worked and the employee will be granted an additional day off with pay to be recognized as the holiday.
- E. A holiday which falls on an employee's regularly scheduled day off shall entitle the employee to another day off with pay. The other day off must be agreed upon by the District and the affected employee.
- F. An employee hired prior to January 1, 2013 will be granted an additional one and one-half (1 ½) days which will be designated as floating holidays. An employee is allowed this time off whenever he or she wishes as long as no substitute is required to be called in to cover the employee's job. These days

are non-accumulative. This shall apply to all full-time employees after six (6) months employment who work two hundred twenty-six and one-half (226.5) work days per year.

ARTICLE 19 – CIVIC LEAVE

- A. An employee who is under a proper summons as a juror shall remit all court allowances payable as a result of the service and forward the money to the accounting offices of the District. However, if an employee elected to charge his or her juror time off against his or her annual leave, the employee shall not be required to forward the allowance to the District. In no instance is an employee required to remit to the District any expense or mileage allowance paid by the Court.
- B. An employee subpoenaed to serve as a witness shall collect fees and allowances payable as a result of the service and forward the fees to the accounting office of the District. Witness fees shall be applied against the amount due the employee from the District. However, if the employee elects to charge his or her witness time off against his or her annual leave, the employee shall not be required to have witness fees applied against amounts due from the District. In no instance is an employee required to remit to the District any expense or mileage allowance paid by the Court. This provision only applies to employees who are subpoenaed in a case solely related to their employment with the district.
- C. Temporary leave without pay will be provided each classified employee for the purpose of elective service, examination, and voting. The length of leave will vary in accordance with the amount of time required for civic duty.

ARTICLE 20 – MILITARY LEAVE

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve Corp. or military forces of the United States and who has been an employee for a period of six (6) months shall be given leave of absence with pay for a period of time not to exceed fifteen working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

ARTICLE 21 – HEALTH AND WELFARE

- A. The District shall maintain industrial accident insurance on each employee as required by law. An employee must within twenty-four (24) hours (except for extenuating circumstances) report in writing all personal injuries incurred during the course of his or her employment to his or her immediate supervisor.
- B. The District will maintain first aid supplies in each work area.
- C. Each employee will report all safety hazards to his or her immediate supervisor so that the hazard(s) can be investigated and reported to and remedied by the District.
- D. Food Preparation

1. An employee involved in the preparation of food will not be required to wear a hat as part of the uniform. Any such employee shall use an “effective hair restraint” to prevent contamination of food. Therefore, any such employee is required to restrain his or her hair in an “effective control” manner. The hair restraint will be defined on a collective basis. Hair nets, hair spray, short hair, hats or any other means to restrain hair in an “effective manner” will be required.
2. Upon employee request, the District will furnish safety glasses for any employee involved in the actual cooking of food.

ARTICLE 22 – INSURANCE

- A. Effective July 1, 2017, the District will contribute the same insurance premium dollar amount towards the plan per month per primary participating as the Kalispell Education Association’s (KEA) negotiated agreement. Classified employees working 50% of full-time or more (computed on the basis of the year’s schedule for that employee) are eligible. For employees working less than full-time, the District will contribute a prorated amount.

For an employee regularly scheduled to work at least six (6) hours per workday during the period July 1 through June 30th, the District will contribute the amount designated below towards the plan per month per primary participating employee. The parties agree that, during the term of this Agreement that in the event of health insurance changes, either party may open for re-negotiation for this purpose only. An employee regularly scheduled to work at least four (4) hours per workday but less than six (6) hours per workday shall receive 80% contribution for insurance.

Contract Year	District Contribution to Plan 30 hours or more per week 100%	District Contribution to Plan 20 hours but less than 30 hours per week 80%
2017-2018	\$650	\$520
2018-2019	\$650	\$520

- B. An employee who elects coverage must enroll during the annual open enrollment period each calendar year. A new employee hired outside the enrollment period may enroll at the time of his or her employment.

An employee who elects not to enroll during any enrollment period shall be eligible to enroll the following open enrollment period.

- C. The District shall own the policy; determine the carrier and dividend uses.
- D. Coverage for employees shall be under the group medical insurance program of the District. The District’s only obligation is to provide an insurance policy and no claims shall be made against the District as a result of a denial of insurance benefits. An employee who elects not to participate in the health insurance plan shall not receive any compensation in lieu of the premium contribution.

- E. Upon retirement a classified employee will have the option to continue the District health insurance with the premium being paid in total by the retiring employee.

ARTICLE 23 – RETIREMENT

The District will pay into the appropriate public retirement system each month a percentage of an eligible employee’s gross earnings and the District’s costs as in accordance with the law. Upon retirement, the District Business office will complete the employer portion of retirement materials as provided by the employee.

ARTICLE 24 – NO STRIKE – NO LOCKOUT

During the term of this Agreement, the Federation shall not strike against the District, and the District shall not lockout the employee.

ARTICLE 25 – LABOR-MANAGEMENT RELATIONS COMMITTEE

- A. Establishment of the Committee: The Employer and Federation agree to the establishment of a Labor-Management Relations Committee which shall be utilized to establish and maintain sound labor-management relations through the creation of an atmosphere conducive to communication between the parties on a regular basis. The Committee may address itself to any employment related problems encountered by the employees such as questions over contract administration, employee classifications and general activities, however, the actions of the Labor-Management Relations Committee shall be merely advisory and it shall have no authority to effectuate any change in this contract or District policies.
- B. Composition: The Committee shall be composed of at least three (3) members appointed by the Employer, and at least three (3) bargaining unit members appointed by the Federation.
- C. Meetings: The Committee shall meet on a monthly basis at a time established by the parties. Emergency meetings may be called if mutually agreeable to the parties and meetings may be canceled by mutual agreement. Chairing and recording minutes of the meetings will alternate between the Employer and the Federation.
- D. Agenda: Shall be compiled by a District and Federation representative. The agenda shall be sent to the designated representatives of the District and Federation one (1) week before a meeting, except in the case of an emergency meeting.

ARTICLE 26 – PART-TIME EMPLOYEES

Unless otherwise specified herein, all benefits (excluding rate of pay) shall be provided to any permanent part-time and seasonal part-time employees on a pro rata basis in accordance with this Agreement and/or State Law, whichever is applicable / greater. A temporary employee is not entitled to receive any of the benefits set forth in this Agreement, except rate of pay (See appendix section).

ARTICLE 27 – DISTRIBUTION OF AGREEMENT

This Agreement shall be made available on the District Human Resources website after the Agreement is signed. Furthermore, the District shall provide the Federation with five (5) copies for its use and upon written request a staff member may obtain a printed copy. All newly hired staff will be informed of the Agreement's location and offered a hard copy of it, and this cost shall be absorbed by the District.

ARTICLE 28 – SAVINGS CLAUSE

If any article, section or portion thereof of this Agreement or of amendment hereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement and any amendment hereto other than the article, section or portion thereof which has been held invalid or as to which compliance or enforcement of has been restrained shall not be effected thereby. The parties shall immediately confer to agree upon a date to commence negotiations for the purpose of replacing the invalid language, which date shall be within thirty (30) days after this conference. All other provisions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 29 – SUCCESSORS AND ASSIGNS

This Agreement shall remain in effect and shall be binding on all successors and assigns of the employer. The District shall include this requirement, including recognition of the Federation as the exclusive representative of the employees, and maintenance of the terms and conditions of employment, as a condition of sale, consolidation, merger, or transfer of its ownership or operation.

ARTICLE 30 – TERM AND RE-OPENERS

The Agreement shall become effective on the 1st day of July, 2017 and shall continue in effect through the 30th day of June, 2019. By mutual agreement, any or all provisions of this Agreement may be reopened at any time. If either party wishes to alter the terms of this agreement, it shall deliver written notice of this intention to the other party no later than ninety (90) days prior to the expiration of the agreement

**APPENDIX A
CLASSIFIED JOB CLASSIFICATIONS**

CLASS	JOB TITLE	LOCATION	ANNUAL WORK DAYS	HOLIDAYS	ANNUAL PERSONAL DAYS
1	Crossing Guard	Elementary	183	8	2
	Food Service Worker I	District	183	8	2
	Student Store Clerk	High School	183	8	2
2	Food Service Worker II	District	183	8	2
	Student Monitor	District	183	8	2
3	Music Assistant	High School	183	8	2
4	Attendance Clerk	High School	220	8	3
	Attendance Clerk	Middle School	186	8	2
	Central Supply Clerk	District	251	8	3
	Food Service Lead	District	183	8	2
	Interpreter	District	183	8	2
	Library Assistant	High School	183	8	2
	Paraprofessional – Instructional, Special Ed	District	183	8	2
	Print Shop Clerk	District	205	8	3
	Administrative Assistant	High School	220	8	3
	Administrative Assistant	Middle School	186	8	2
	Administrative Assistant	District	220	8	3
	5	Accounting Clerk	District	226	8
Bookkeeper		District	226	8	3
Bookkeeper		Middle School	220	8	3
Enrollment Clerk		District	220	8	3
Interpreter – Hearing Impaired		District	183	8	2
Job Coach		District	183	8	2
Writing Center Specialist		District	183	8	2
Office Manager		District	226	8	3
Office Manager		Elementary	205	8	3
Office Manager		High School	226	8	3
Office Mgr, Career Center		High School	205	8	3
Office Manager		Middle School	220	8	3

Upon mutual agreement between the employee and the building administrator, the number of contracted days, as stated in Appendix A, for non-instructional related staff may be adjusted, i.e.: either increased or reduced to meet the needs of the building administrator. It is understood final approval must come from the central office.

Placement: 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.

APPENDIX B

CLASSIFIED WAGE SCALE 2017 -2018

***Stepped Out Employees receive \$.25 non-accumulative**

17/18 Final Matrix 3% + Market Adjustment

Step	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	\$11.21	\$11.50	\$11.85	\$12.19	\$12.92
2	\$11.44	\$11.69	\$12.07	\$12.40	\$13.14
3	\$11.62	\$11.89	\$12.31	\$12.65	\$13.42
4	\$11.98	\$12.25	\$12.70	\$13.05	\$13.84
5	\$12.16	\$12.48	\$12.94	\$13.29	\$14.10
6	\$12.39	\$12.68	\$13.19	\$13.51	\$14.33
7	\$12.59	\$12.86	\$13.44	\$13.76	\$14.60
8	\$12.78	\$13.08	\$13.71	\$14.02	\$14.87
9	\$13.05	\$13.37	\$14.00	\$14.33	\$15.21
10	\$13.26	\$13.56	\$14.27	\$14.59	\$15.47
11	\$13.48	\$13.78	\$14.52	\$14.86	\$15.76
12	\$13.73	\$14.01	\$14.78	\$15.13	\$16.01
13	\$13.94	\$14.25	\$15.01	\$15.37	\$16.30
14	\$14.22	\$14.52	\$15.33	\$15.70	\$16.65
15	\$14.46	\$14.76	\$15.60	\$15.97	\$16.93
16	\$14.67	\$14.98	\$15.92	\$16.23	\$17.20
17	\$14.89	\$15.21	\$16.08	\$16.48	\$17.48
18	\$15.14	\$15.46	\$16.34	\$16.72	\$17.74
19	\$15.48	\$15.79	\$16.67	\$17.04	\$18.09
20	\$15.77	\$16.09	\$16.98	\$17.36	\$18.43

Food Service Floater – placed in applicable classification as work assignment.

APPENDIX C

CLASSIFIED WAGE SCALE 2018 -2019

***Stepped Out Employees receive \$.25 non-accumulative**

18/19 Matrix with a 1.5% increase

Step	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5
1	\$11.38	\$11.67	\$12.03	\$12.37	\$13.11
2	\$11.61	\$11.87	\$12.25	\$12.59	\$13.34
3	\$11.79	\$12.07	\$12.49	\$12.84	\$13.62
4	\$12.16	\$12.43	\$12.89	\$13.25	\$14.05
5	\$12.34	\$12.67	\$13.13	\$13.49	\$14.31
6	\$12.57	\$12.87	\$13.39	\$13.71	\$14.54
7	\$12.78	\$13.05	\$13.64	\$13.97	\$14.82
8	\$12.97	\$13.28	\$13.92	\$14.23	\$15.09
9	\$13.25	\$13.57	\$14.21	\$14.54	\$15.44
10	\$13.46	\$13.76	\$14.48	\$14.81	\$15.70
11	\$13.68	\$13.99	\$14.74	\$15.08	\$16.00
12	\$13.94	\$14.22	\$15.00	\$15.36	\$16.25
13	\$14.15	\$14.46	\$15.24	\$15.60	\$16.54
14	\$14.43	\$14.73	\$15.56	\$15.94	\$16.90
15	\$14.68	\$14.98	\$15.83	\$16.21	\$17.18
16	\$14.89	\$15.20	\$16.16	\$16.47	\$17.46
17	\$15.11	\$15.44	\$16.32	\$16.73	\$17.74
18	\$15.37	\$15.69	\$16.59	\$16.97	\$18.01
19	\$15.71	\$16.03	\$16.92	\$17.30	\$18.36
20	\$16.01	\$16.33	\$17.24	\$17.62	\$18.70

**APPENDIX
D**

GRIEVANCE REPORT FORM

Page 1 of 2

Grievant:	Date Filed:
Date of Grievance:	Worksite:

LEVEL 1 – IMMEDIATE SUPERVISOR or SUPERINTENDENT

Statement of Grievance:
Contract Provisions Violated:
Action of Relief Requested:
Grievant's Signature: _____ Date Given to Supervisor:

Decision of Supervisor:
<input type="checkbox"/> <input type="checkbox"/>
Supervisor's Signature: _____ Date Given to Grievant:

Grievant's Response	
I accept the Supervisor's decision. I hereby refer the Supervisor's decision to the next step of the grievance procedure.	
Grievant's Signature: _____	Date Given to Board Clerk: _____

GRIEVANCE REPORT FORM

Page 2 of 2

LEVEL 2 – SUPERINTENDENT or BOARD COMMITTEE

Date Received by Superintendent or Clerk of the Board:	
Decision of Superintendent or Board Committee:	
Superintendent or Board Signature: _____	Date Given to Grievant: _____
Grievant's Response:	
<input type="checkbox"/>	I accept the Superintendent or Board Committee's decision.
<input type="checkbox"/>	I hereby request that the decision be processed to the next step.
Grievant's Signature: _____	Date Given to Board Clerk: _____

LEVEL 3 – BOARD OF TRUSTEES

Date Received by Clerk of the Board:	
Decision of Board:	
Board Chair's Signature: _____	Date Given to Grievant: _____

Grievant's Response:

I accept the Board's decision.

I hereby request that the decision be processed to arbitration.

Grievant's Signature: _____ **Date Given to Board Clerk:** _____