

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF TRUSTEES,
SCHOOL DISTRICT NO. 5
KALISPELL, MONTANA

and

KALISPELL LOCAL NO. 2795
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

July 1, 2018 through June 30, 2021

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AGREEMENT

This Agreement is made and entered into this 1st day of July, 2018 by and between the Kalispell School District No. 5, hereinafter referred to as the "School District" and Local #2795 of the American Federation of State, County and Municipal Employees, 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; 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 representatives; 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 opportunity for the students of the School District.
- 1.3 The Union shall recognize the prerogative of the School District, subject to the terms of this Agreement, 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 government 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.
- 1.3.1 It is the intent of the School District that job descriptions shall remain consistent for the term of this contract, except in case of an emergency or a change through mutual agreement. The job posting shall reflect the current 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 it's 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.
- 1.6 The parties to this Agreement recognize that all employees covered by this Agreement are entitled to any rights and protection provided by applicable State and/or Federal Laws.
- 1.7 Board Information: The District agrees to furnish the president of Local 2795 a copy of any regular or special Board meeting packets, minus any materials excluded by law.

ARTICLE 2 - RECOGNITION

- 2.1 The School District recognizes the Union as the sole Bargaining Agent for employees working at School District No. 5 as listed by classification in Addendum "A" attached and by this reference made a part of

this Agreement as though fully set forth herein.

- 2.2 When new classifications or re-classifications of this type of employee are created by School District No. 5, the Union will be notified; so that a classification shall be mutually agreed upon.

ARTICLE 3 - UNION SECURITY

- 3.1 No employee in the bargaining unit shall be required to become a member of the Union as a condition of employment nor will any employee, who is a member of a bona fide religious sect, or division thereof, the established and traditional tenants or teachings thereof which opposes as a requirement that the member join or financially support any labor organization be required to join or financially support this labor organization as a condition of employment. Membership in the Union shall be separate, apart and distinct from the assumption by each employee of his/her equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Union members. It is recognized that the Union is required both by law and under the terms of this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit, and all employees derive benefits herein under, it is agreed that each employee (except those religiously excluded) in the bargaining unit assumes a share of the obligation along with the grant of equal benefits contained in this Agreement.
- 3.1.1 In accordance with Section 3.1 above, all employees who do not become members of the Union shall, after thirty days as a condition of continuing employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. The amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and regular and usual dues. Employees who qualify for religious exclusion under the provisions of the Montana Public Employee's Collective Bargaining Act shall make such payment to a non-religious; non-union charity designated by the Union and shall present the Union with written receipts evidencing such payments. Failure to make such payment of Union Dues or Initiation Fee or equivalent donation as provided above, shall result in the Employer discharging such employee within ten days after written notice is given to the Employer from the Union indicating failure to pay on the part of the employee.

ARTICLE 4 - DUES ASSIGNMENT

- 4.1 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 AFSCME Council 9 Field Representative by email of all new hires and terminations within 30 days of such activity.
- 4.2 The amounts to be deducted shall be certified to the School District by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to Montana State Council #9 by the tenth of the succeeding month, after such deductions are made.

ARTICLE 5 - NON-DISCRIMINATION

- 5.1 No employee shall be discharged or discriminated against by the School District for upholding Union principles or Union activities, as long as such activity does not interfere with the efficient operation of the Kalispell School District No. 5. All Union activities shall take place outside the work day, unless prior notification is given to the Administrative Assistant. In the absence of the Administrative Assistant, a Union representative will attempt to notify the Superintendent or his designee.

ARTICLE 6 - EMPLOYMENT RIGHTS

6.1 Probationary Period

- 6.1.1 The School District shall evaluate the employee within the first six months of employment. Upon satisfactory completion of the six month period, the employees covered by this Agreement shall receive the pay increase as found in Addendum A of this Agreement.
- 6.1.2 At any time during the probationary period, employment may be terminated at the will of either the employer or the employee without recourse to the grievance provisions of this Agreement. A probationary period may be extended up to three months to allow further time to evaluate an employee's performance. The employee shall be notified prior to the end of the initial probationary period of the extension and the reasons for the extension.
- 6.1.3 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. An employee shall be informed about job related strengths, weaknesses, and suggestions for improvement. The employee shall sign an acknowledgement of receipt of the evaluation. No employee shall have more than one supervisor or evaluator at any one time.
- 6.1.4 The School District shall have three months in which to evaluate an employee who has been promoted. If a promotion occurs and the results are unsatisfactory, the person involved will be returned to his/her previous position. He or she will be paid at the rate that was in force prior to the promotion. Evaluation shall be by the employee's immediate supervisor or his/her appointee. The evaluation shall occur at least once during the three month probationary period.
- 6.1.5 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.

6.2 Employment Status

- 6.2.1 Permanent Full-time Employee: Any employee who normally works forty hours per week for twelve months.
- 6.2.2 Permanent Part-Time Employee: Any employee who normally works less than forty hours per week and more than twenty hours per week.
- 6.2.3 Temporary Employee: Any employee's position that does not involve a regularly scheduled work assignment of twenty or more hours per week, not to exceed six months and is not renewable.
- 6.2.4 The Employee shall have the right to expect to be treated fairly, with respect and dignity at the place of work at all times.
- 6.2.5 Employee Development and Discipline
Disciplinary may include a verbal or written warning, suspension or discharge: putting the employee on notice that performance is unacceptable. In taking disciplinary action, the *District* shall follow the principles of just cause directed towards the goal of an open learning culture and correction. Provided however, the parties acknowledge that there may be circumstances justifying immediate suspension, demotion, and/or discharge.

Coaching is not considered a disciplinary action. Coaching is defined as a supportive discussion with the employee on areas of needed improvement and the need to engage in proper work procedures and safe behavioral choices. When a documented coaching occurs, a hard copy of the coaching will be given to the employee. Coaching sessions shall take place in a private area and shall be conducted in a confidential manner.

Normally discipline shall be instituted within thirty (30) working days of management's knowledge of the infraction, giving rise to the discipline. If management is unable to complete the investigation within thirty (30) days, written notice must be submitted to the union stating that an investigation is being conducted and cannot be completed within the thirty (30) day period. Any disciplinary action for non-probationary employees hereunder shall be subject to the Grievance and Arbitration clause of this contract.

ARTICLE 7 - WORKING CONDITIONS

7.1 Work Day

7.1.1 Except as otherwise provided in this Agreement, a workday shall consist of eight hours in a twenty-four hour period. No split shifts shall be worked unless mutually agreed upon by the School District and the employee, however this limitation does not effect present split shifts. In addition, work schedules for Environmental Services Technicians will not be changed unless mutually agreed upon by the School District, employee and the Union. Permanent schedules for Building Heads and Environmental Services Leaders will not be changed unless mutually agreed upon but may be temporarily adjusted by management discretion based upon business needs or other circumstances that require immediate attention.

7.1.2 All permanent full-time employees shall work an eight hour shift within one classification unless mutually agreed otherwise by the School District and the Union.

7.1.3 Each employee will receive at least a thirty minute lunch break exclusive of his/her work day.

7.2 Workweek

7.2.1 The workweek shall consist of forty hours, consisting of five consecutive days of eight hours each, with two consecutive days off in each seven day period unless mutually agreed otherwise by the School District and the employee.

7.2.2 Shifts

1. Upon written request, and through mutual agreement between the School District and the Union and the employee, an employee may be placed on a four day, ten hour workweek with three consecutive days off.
2. It is agreed between the parties that by granting the request of an employee or the employer as provided in section 1, the Employer and/or employee shall suffer no increase in costs for overtime, annual leave (vacation), sick leave, holiday or any other leave with pay.

7.3 Rest Period

7.3.1 One fifteen minute rest period will be granted during the first four hours and a second fifteen minute rest period shall be granted during the second four hours for a permanent Full-time Employee. Rest periods for other employees will be prorated as follows: six hours or less, one fifteen minute break; more than six

hours, two fifteen minute breaks.

7.3.2 If a problem exists in the above paragraph the School District, after meeting with the Union/Management Committee and establishing the problem, may schedule a break period for that School for a three month period.

7.3.3 Meal Period and Rest Breaks: All Supervisors shall refrain from discussing any work related business during the employee's regularly scheduled meal and rest breaks.

7.4 **Seniority**

7.4.1 Seniority shall be computed from the date the employee began regular uninterrupted service with the School District. Employees working other than full-time as of July 1, 1989 shall have their seniority prorated according to the number of hours worked. Employees whose seniority dates are the same shall have their respective seniority rank determined by a flip of a coin.

7.4.2 Seniority shall not accrue during non-paid leave of absence which exceeds fifteen 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.

7.4.3 Bargaining Unit Seniority begins on the date the employee is hired into any position covered by this Agreement. Bargaining Unit 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, Bargaining Unit Seniority shall begin as though they are a new employee.

Employees may protest their seniority designation if they have cause to believe an error has been made.

7.4.4 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 twenty-four calendar months.
- e. If an employee obtains a leave of absence for false reasons.

7.4.5 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. In the event of an employee layoff, the District shall pay the employee two weeks additional wages to help them through the transition.

7.4.6 The District will consider present skill and ability when transferring Environmental Services Technicians within the bargaining unit. If two employees are equally qualified, the District will choose the employee with the most seniority. For promotions to Environmental Services Leaders or Building Heads, the

District shall consider present skill, ability and may consider input by the Building Heads or Environmental Services Leaders to determine the most qualified applicant. Seniority may be considered as a factor in the decision but shall not be the sole reason for promoting employees to these positions.

7.4.7 If an employee is transferred by the District, he or she will retain his/her seniority and shall not suffer a reduction of salary, benefits, or working conditions. A 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 Union. If an employee is demoted, he/she shall receive the pay designated for the position he/she receives.

7.4.8 The School District shall encourage and allow employees to be promoted from one classification to another with the understanding that experience gained in another classification when filling in on a provisional appointment shall be applied when bidding on an upgrade classification.

7.4.9 **Inservice Training**

1. The Employer will hold inservice and upgrade training classes at a time and place that is beneficial to the District and its employees.
2. Inservice will be planned by a joint Labor-Management Committee. This planning committee will address subject for inservice training and be involved in recommendations for continuing education opportunities. Continuing education will be available upon request, but dependent upon school district funds and approval.
3. Employees may be granted release time with pay during scheduled working hours to attend inservice classes and/or job related training.
4. Both the Union and the Employer recognize their responsibility to offer equal opportunity to all employees desiring to attend such training to better themselves.
5. The District will provide paid in house training for Environmental Services Leaders and Building Heads once per year. Training will be focused on, but not limited to, communication skills, time management, proper procedures for coaching of employees and team building. This sub-section 5 shall not be subject to the grievance procedure.

7.5 **Job Posting:**

Any vacant position available will be posted for internal opportunity for five working days and present employees will be considered prior to considering any outside applicants. Job announcement notifications will be sent via e-mail and posted on a staff bulletin board at school and work sites throughout the district. Hard copies of the job posting will be sent to the Union President upon request. Applicants must submit designated application materials to Human Resources within the timeframe for consideration. In the event employees wish to be considered for vacancies that may arise during a period of time they are absent, they shall submit a letter of interest for the specific unit positions for which they request. The letter will be considered valid for 10 working days.

After all internal transfer requests have been considered, the resulting vacancy shall be filled within 30 working days unless applicants are deemed unacceptable to the District. If the applicants are deemed unacceptable to the District, the District will be given an additional 30 working days to fill the vacancy.

The Local 2795 President and the Building Head shall be permitted to attend interviews for positions covered by this Agreement.

An employee who received a lateral transfer shall serve a thirty day probationary period. An employee who received a promotion shall not serve more than three months during the school year or a total of six months probationary period, during which the District may, after evaluating the employee and determining that the employee is not performing the duties of his/her new position, assign the employee to his/her previously held position at the appropriate rate of pay.

The employee, after accepting a new position within the School District which is covered by this Agreement, shall have twenty working days to evaluate the position and notify in writing to the Superintendent or designee if they desire to return to their previously held position.

The School District shall not replace any permanent position covered by this Agreement with temporary part-time, or any other type of employees.

7.6 **Work Rules**

7.6.1 The School District shall maintain a job description describing the work functions of each classification covered by this Agreement. Upon request of the Union, the District agrees to meet with representatives of the Exclusive Representative in compliance with the procedures spelled out in Section 15.1 of this Agreement to discuss changes in job descriptions. Such job descriptions shall be part of School District Policy and shall not be construed to be a part of this Agreement, nor shall such job descriptions be subject to the grievance or arbitration clause of this Agreement.

a) A copy of the job descriptions will be made available upon request.

7.7 **Visits by Union Representatives**

7.7.1 The School District agrees that accredited Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, 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.

7.7.2 AFSCME representatives shall have the right to use the mail and e-mail system between school buildings for the purpose of communicating with bargaining unit employees outside of work hours and during normal school operations hours. Email, phones, or any other district property shall not be utilized for personal use.

7.8 **Union Bulletin Boards**

7.8.1 The School District shall allow the Union to place Union Bulletin Boards in sizes and locations mutually agreed upon with the Superintendent of Schools or his designees. Materials posted will be limited to Union business.

ARTICLE 8 - HOLIDAYS

8.1 Employees will be granted the following holidays or days off without loss of pay:

- | | |
|---------------------|-------------------------------|
| 1. New Year's Eve | 6. Thanksgiving Day |
| 2. New Year's Day | 7. Day following Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | |

a) Any holiday or day off which falls on an employee's regularly scheduled day off shall entitle the employee to another day off with pay. The day to be agreed upon by the School District and the employee affected, except as follows:

- 1) If the legal holiday or day off falls on a Saturday, the preceding Friday will be considered the day off.
- 2) If a legal holiday or day off falls on a Sunday, the following Monday will be considered the day off.
- 3) Any employee that works on a holiday or day off will be paid one and one-half times their regular rate of pay. An additional day off will be granted in lieu of the holiday worked.

ARTICLE 9- LEAVES

9.1 Vacation

9.1.1 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 School District.

- a) Vacation leave credits shall be earned in accordance with the following schedule:
 - 1) From one full pay period through ten years of employment at the rate of fifteen working days;
 - 2) After ten years through fifteen years of employment at the rate of eighteen working days;
 - 3) After fifteen years through twenty years of employment at the rate of twenty-one working days;
 - 4) After twenty years of employment at the rate of twenty-four working days.
- b) Employees are not entitled to any vacation leave with pay until they have continuously been employed for a period of six months.
- c) Annual vacation leave may be accumulated up to a total not to exceed two times the earned annual rate as of the last day of any calendar year.
- d) The dates when employee's vacations shall be granted and shall be determined by agreement between each employee and the School District. Seniority will be considered when granting vacation.
- e) Unused vacation time shall be paid to the employee at his regular rate of pay at the time of separation from service.
- f) In the event of death of any employee, unused vacation time shall be paid to the employee's heir as required by law.
- g) Vacation shall not accrue during a leave of absence without pay
- h) Holidays occurring while an employee is on paid vacation will not be charged as vacation.
- i) Permanent part-time employees are entitled to prorated annual vacation benefits.
- j) A period of absence from employment with the State, County, or City occurring either during a war involving the United States or in any other national emergency and for ninety days thereafter

for one 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 section:

- 1) Having been ordered on active duty with the armed forces of the United States.
- 2) Voluntary service on active duty in the armed forces or on ships operated by or for the United States government; or
- 3) Direct assignment to the United States Department of Defense or for duties related to national defense efforts if a leave of absence has been granted by the employer.

9.2 Sick Leave

9.2.1 Sick Leave is a leave of absence with pay under the criteria below:

- a) a sickness suffered by an employee or a member of the employee's immediate family; or
- b) the time that an employee is unable to perform job duties because of:
 - (i) a physical or mental illness, injury, or disability;
 - (ii) maternity or pregnancy-related disability or treatment, including prenatal care, birth, or medical care for the employee or the employee's child;
 - (iii) parental leave for a permanent employee
 - (iv) quarantine resulting from exposure to a contagious disease;
 - (v) examination or treatment by a licensed health care provider;
 - (vi) short-term attendance, in the district's discretion, to care for a relative or household member not covered by subsection (15)(a) until other care can reasonably be obtained;
 - (vii) necessary care for a spouse, child, or parent with a serious health condition, as defined in the Family and Medical Leave Act of 1993; or
 - (viii) death or funeral attendance of an immediate family member or, at the district's discretion, another person.

Sick leave is available to the employee to use for any condition above for his or her immediate family. Immediate family is defined as an employee's spouse, children (son or daughter), and parents are immediate family members. The term "parent" does not include a parent "in-law." The terms son or daughter do not include individuals age 18 or over unless they are "incapable of self-care" because of a mental or physical disability that limits one or more of the "major life activities" as those terms are defined in regulations issued by the Equal Employment Opportunity Commission (EEOC) under the Americans With Disabilities Act (ADA).

- a) Each permanent full-time employee of the School District shall earn sick leave credits from the first full pay period of employment. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he/she may accumulate.
- b) An employee is not entitled to be paid for sick leave until they have been continuously employed for ninety days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.
- c) Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least twenty hours each week of the pay period, and have worked the qualifying period.
- d) Seasonal employees are entitled to sick leave benefits providing they work the qualifying period

and work at least twenty hours each week.

- e) Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of his/her termination.
- f) An employee may not accrue sick leave credits during a leave of absence without pay which exceeds fifteen days in duration.
- g) An employee of the School District who receives a lump sum payment pursuant to the above and who is again employed by the School District shall not be credited with any sick leave for which he/she has previously been compensated.
- h) Any employee returning to duty after an illness may be required after three days to present a statement from his physician. Any employee returning to duty after an illness requiring hospitalization shall be required to present a statement from his/her physician.
- i.) Employees who are suspected of abuse of sick leave may be subject to investigation and disciplinary action.

9.2.2 Sick Leave Donation

- a) 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.
- b) An employee shall not be eligible to receive donated sick leave time until that employee has exhausted all of his/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.
- c) Under no circumstances will an employee be allowed to access or receive more than 20 donated days per school year.
- d) 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
- e) Sick leave donations will be deducted from the donor and awarded to the recipient on an hour to hour basis.
- f) An employee and donors shall complete the appropriate Sick Leave Request form and submit the paperwork prior to the payroll deadline.

9.3 Personal Leave

- 9.3.1 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 no more than two personal days to be used the following year. Any personal day can be used in hourly increments at the discretion of the immediate supervisor. An employee may accumulate a maximum of five days in a year.

9.3.2 The Employee will give the Employer one week notice of their intention to use a personal day off. This time limit will be waived in case of an emergency. When an emergency occurs, the employee is responsible to give documentation to the Employer as soon as possible after the emergency.

9.4 **Maternity Leave**

9.4.1 The pregnancy or pregnancy-related disability shall be treated as a temporary disability, with all accumulated sick leave privileges being available to the employee until such time as the female employee is certified by her physician as capable of performing her duties.

9.4.2 During the time the female employee is on sick leave related to pregnancy or pregnancy-related disability, said employee shall retain and accrue the benefits of leave, health insurance, tenure, etc. as operative under Board Policy and mandated by law.

9.4.3 Maternity leave may be requested after the employee has expended her sick leave under the conditions stated above. Employees shall be allowed the option of taking a leave of absence without pay or using available leave credits and holiday time.

9.4.4 Pregnancy or childbirth shall not be the basis for termination or compulsory resignation.

9.4.5 Leave for maternity (without pay) may be granted to any regularly employed female staff member after she has completed the probationary period.

9.4.6 The District may require, at any time during pregnancy, that the employee furnish the District with a written statement from a physician verifying the employee's physical ability to continue her employment.

9.4.7 Maternity leave may be extended up to two full years.

9.4.8 Upon signifying intent to return at the end of the leave of absence, such employee shall be reinstated to her/his original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits.

9.4.9 Sick leave benefits are not applicable after the date of commencement of maternity leave.

9.4.10 The District may require of the employee a statement from the employee's doctor verifying that she is ready to commence her work duties before she begins work after the granting of a maternity leave.

9.4.11 Maternity leave shall be without pay.

9.4.12 Within thirty days after commencement of maternity leave, the employee will communicate to the Superintendent in writing the anticipated date of return to work duties.

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

9.4.14 Any employee intending to request maternity or parenthood leave shall submit the request not less than thirty days prior to the anticipated beginning leave date, barring unforeseen circumstances.

9.5 **Leave Without Pay**

9.5.1 All employees shall be granted a leave of absence without pay with prior approval of the immediate supervisor and the Superintendent. These leaves will be considered on the merits of the request. Leave without pay can only be requested when personal and/or vacation leave is exhausted. Request of leave of absence without pay should be addressed to the Superintendent and submitted in writing (typed if possible) to the immediate supervisor. The request shall state the reason for the leave and approximate length of time off the employee desires.

9.6 **Military Training Leave**

9.6.1 Any person who is a member of the organized national Guard of the State of Montana or who is a member of the organized or unorganized reserved corps or forces of the United States Army, Navy, Marine Corps, or Coast Guard, which exists or may be created at any time in the future by proper authority, and who has been employed for a period of six months, shall be given leave of absence with pay for a period of time not to exceed fifteen calendar days in any calendar year for attending regular encampments, training cruises, and similar training programs authorized by the Secretary of Defense of the United States for the National Guard or by the proper authority in charge of the reserve corps, or coast guard while in attendance at such encampment, training cruise, or without the time being charged against him or his annual vacation.

9.7 **Jury or Witness Duty Leave**

9.7.1 Temporary paid leave will be provided each non-certified employee for jury duty, The length of leave will vary in accordance with the amount of time required for jury duty. The amount of remuneration received in such duty will be turned over to the District. Expenses or mileage allowance paid by the court will not be deducted from the regular pay. An employee may elect to charge his/her jury time off against his/her annual vacation leave at which time all remuneration belongs to the employee. Other judicial leave will be considered on a case-by-case basis at the sole discretion of the Superintendent or designee.

9.8 **Medical Leave**

9.8.1 A permanent, non-probationary, full-time employee or a permanent, non-probationary, part-time employee working at least twenty hours per week who is unable to work because of illness or injury, and who has exhausted all sick leave credits available, or who has become eligible for long-term disability compensation, shall upon request to the Board of Trustees be granted a medical leave of absence without pay for up to twelve months. The District may renew such leave at its discretion. If the employee returns to work within six months of being granted a medical leave, he or she shall be reinstated to the same job the employee occupied prior to the medical leave if he or she is physically capable of performing the regularly assigned duties of the job. If an employee on medical leave returns to work after six months or more, but not exceeding twelve months, after being granted a medical leave he or she may be reinstated to a similar job to that which the employee occupied before the medical leave if he or she is capable of performing the regular duties of said job. Before returning to work, the employee must provide a statement from a physician indicating that he/she is able to perform the regular duties of the position. The District has the option of requesting a second opinion at District expense.

9.8.2 A request for leave of absence under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time when the employee is expected to be able to assume his or her normal responsibilities.

9.8.3 During a medical leave of absence without pay, the employee may have the option of retaining the insurance benefit program that is normally in effect for employees of the District by assuming monthly

payments of the entire premium cost.

9.8.4 The employer agrees to grant the Union a total of sixty four (64) hours each year in order that selected Union members can participate in Union educational programs or conventions. The union member will be required to use vacation, personal leave. The Union will notify the appropriate manager at least ten (10) days in advance along with the names of members selected to participate in such programs.

9.9 **Bereavement Leave**

9.9.1 Bereavement Leave - In case of death of any employee's family member-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 10 - INSURANCE

10.1 **Insurance**

10.1.1 Effective July 1, 2015, the District will contribute the same insurance premium dollar amount per month per participating employee toward the employee's premium as the Kalispell Education Association's (KEA) negotiated premium contribution. Custodial 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.

10.1.2 The selection of the insurance carrier and policy shall be by the District. However, prior to making a decision about the carrier and policy, the District shall provide an opportunity for the Exclusive Representative, through the meet and confer process, to provide input regarding the program which would best meet the needs of the Federation.

10.1.3 The employer will pay the insurance contributions for six months for the current elected participant(s) while the employee is on leave under worker's compensation or industrial accident.

10.2 **Safety**

10.2.1 The School District shall carry Industrial Accident Insurance on all employees. Employees must, within twenty-four hours, report in writing all personal injuries received in the courses of their employment to their immediate supervisor and to the Administrative Assistant.

10.2.2 The School District shall provide the employees with one first aid kit per building. The head custodian/building head shall be responsible for keeping the first aid kit in his/her building supplied.

10.2.3 Employees will report all safety hazards to their immediate supervisor so that they can be investigated and reported to the District.

10.3 Unemployment Insurance

- 10.3.1 The School District agrees to take the necessary action to insure that all employees covered by this Agreement are eligible to receive Unemployment Compensation, should their employment with the School District be terminated, as provided for in Montana State Law.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.1 Grievance Definition: A “Grievance” shall mean an allegation by non-probationary employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of this Agreement.
- 11.2 School District Designee: “School District Designee” shall mean the immediate supervisor, principal, assistant superintendent, superintendent, or his/her designee as delineated in Article 11.4.7.
- 11.3 Representative: The employee, Union, Administrator, School District, or Board of Trustees may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.
- 11.4 **Definitions and Interpretations**
- 11.4.1 Extension: Time limits specified in this Agreement may be extended by mutual agreement between the School District and the Union, up to a maximum of ninety days.
- 11.4.2 Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays set forth in this Agreement.
- 11.4.3 Failure to follow time limits provided within the grievance procedure shall resolve the grievance against the party failing to follow prescribed time limits and in the form of resolution sought by the other part. Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level. Should either party request a time extension and both parties agree to said time extension, the agreement shall be in writing and signed by both parties before the time limits are up. The grievance must be filed within thirty days of the alleged grievance. This shall not apply to any grievance or dispute arising before the date hereof.
- 11.4.4 Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
- 11.4.5 Grievance Committee: Employees selected by the Union as Union Representatives shall be known as “Stewards.” The names of three employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee Chairman shall be elected or selected by the Union members. (Grievance Committee members, individually, may process Grievances during working hours without loss of pay as long as the major daily work assignments of these individuals are not left undone as determined by the immediate supervisor).
- 11.4.6 Adjustment of Grievance: Any grievance which may arise between the parties as to the application meaning or interpretation of this Agreement shall be settled in the following manner:

- a) Step One: Any employee who is a member of the bargaining unit who feels his/her rights have been violated shall report the fact in writing within five working days of the aggrieved to a steward. The steward, with or without the employee present, shall take up the grievance with the immediate supervisor within three working days. The supervisor shall attempt to resolve the matter within five working days.
- b) Step Two: If the Union is not satisfied with the disposition of the grievance in Step one, the steward shall, within twenty-five working days of the supervisor's reply, with or without the presence of the aggrieved employee, take up the grievance or dispute with the Superintendent or his/her designee. The steward shall provide the following in writing:
 - 1) Name of the aggrieved
 - 2) Nature of grievance
 - 3) Section of the Agreement, if applicable, violated
 - 4) Past history of grievance
 - 5) Remedy sought

The Superintendent or his/her designee and the supervisor will discuss the facts of the case with the steward in an effort to settle the matter and shall respond in writing to the grievance committee within seven working days.

- c) Step Three: Should the Union feel that the decision of the Superintendent or his/her designee is unsatisfactory, the grievance shall be submitted within seven working days to the Chairman of the Board of Trustees with a copy going to the Superintendent. The submittal shall be in writing and shall have attached thereto all of the statements and other documents which have been a part of the grievance record up to that time.

The Board of Trustees shall consider such grievance and the evidence submitted therewith and shall make whatever investigation necessary or desirable and shall submit a decision on said grievance in writing to the steward within as short time as possible not to exceed fifteen days in cases involving suspension or termination and twenty-five days in all other cases, after such grievances have been submitted.

- d) Step Four: Should the Union consider the reply of the Board of Trustees to be unsatisfactory, the Union shall, within ten working days of the receipt of the reply, notify in writing the Board of Trustees of its intention to refer the grievance to arbitration. Thereupon, within ten working days after such notice is delivered to the Chairman of the Board of Trustees, the Chairman and or the Union may request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five persons who have indicated a desire to provide services as arbitrators. The Union and the Chairman of the Board of Trustees shall, within ten working days receipt of such lists, meet and by alternately striking names from the list select the arbitrator by requesting the services of the last name remaining on the list.

The arbitrator so chosen will be contacted by the parties within two working days and will be requested to start proceedings at his/her earliest possible date. During the proceedings the arbitrator shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts.

The arbitrator shall be requested to render a decision within thirty calendar days and such decision shall be final and binding upon both parties. The arbitrator shall have no authority to alter in any way the terms of this Agreement.

The arbitrator shall notify the parties of his/her decision in writing.

- 11.5 Expenses for the arbitrator's services shall be borne equally by the School District and the Union.
- 11.6 It is understood by both parties to this Agreement that an appointed authority may replace any titled position in the above stated grievance procedure, providing that such appointment has full authority to act in the capacity of the person being replaced.

ARTICLE 12 - MAINTENANCE POLICY

- 12.1 All employees covered by this Agreement shall have job descriptions provided them by the School District clearly defining duties and responsibilities within the scopes of their trades and abilities. No employee shall be required to perform work outside their job description except in cases of emergency.
- 12.2 Environmental Services Technician requested by a supervisor to fill in for a Building Head or an Environment Services Leader shall receive the Environmental Services Technician corresponding step of pay for the substitute position. As an example, if the EST is on step 9, then they would receive the rate commensurate with step 9 of the Head or Lead position. This should not be construed to be a permanent classification change.

ARTICLE 13 - COMPENSATION

13.1 Salaries and Wages

- 13.1.1 Conditions relative to and governing wages and salaries and extraordinary pay rate are contained in Addendum "A" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.
- 13.1.2 Split Shift Defined: Split shift shall be defined as any eight hour daily shift that contains a meal break in excess of one hour per shift. All employees covered by this Agreement who are scheduled to work a split shift shall receive, in addition to their base pay and/or premium pay, an additional 25¢ per hour inconvenience pay.
- 13.1.3 Building Heads and Head Custodians who have a meal break in excess of one hour will be paid the shift differential of 25¢ per hour for 12 months of the year.
- 13.1.4 Any Union Officer, Union Member appointed or elected, up to a maximum of three, to participate in any Labor/Management meetings, contract negotiations, or requested to sit on any Committee at the employer's request shall be granted the necessary time off duty to attend without loss of pay if the meeting is scheduled during their normal working hours. The District will not pay for any time outside the normal scheduled workshift.

13.2 Overtime

- 13.2.1 Employees requested to work in excess of forty hours in any week be compensated at the rate of one and one-half times their normal rate of pay for the additional time worked.
- 13.2.2 No overtime shall be worked, except in cases of emergency, without prior approval and the direction of the immediate supervisor.
- 13.2.3 Overtime shall be paid in half-hour increments. Overtime will be calculated only on time physically

worked. When computing overtime, paid leave, holidays and/or sick leave shall not be considered as time worked. The District will not suspend work to absorb overtime.

- 13.2.4 Any overtime worked other than that which immediately precedes or follows an employee's regular shift will be paid in accordance with paragraph 13.3.2.

13.2.5 **Compensatory Time**

Upon agreement of the District and the employee, an employee may receive compensatory time in lieu of overtime and in accordance with the provisions of the Agreement. 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. Compensatory time may be taken by an employee at a time mutually agreeable to the employee and his/her immediate supervisor and will be cashed out December 31 of each year.

13.3 **Call-Out**

- 13.3.1 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.

- 13.3.2 All call-out time worked shall be compensated for at the rate of one and one-half 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.

- 13.3.3 Overtime and Call Out lists - Overtime and Call Out lists shall be maintained by the respective Building Head or Environmental Services Leader at the site. When the supervisor/employer finds it necessary to call out additional personnel for said types of work, they shall notify the first name on the list, should that employee be unavailable, the second name on the list shall be called and so on. Each time an employee is notified to work such extra hours his/her name goes to the bottom of the list. If an employee is on approved leave at the time of the request, they shall maintain their position on the call out list. For the purposes of this section notified shall mean either an in person notification or notification by phone. One phone call attempt will be made for such notifications. If there is no answer a message will be left, if possible, and the employee notified will be moved to the bottom of the list.

13.4 **Earning Statements**

- 13.4.1 Earning Statements will be provided with each pay warrant.

- 13.5 The Union may present to the School District a copy of their recommended salary increases and other recommendations which would affect the financial program of the School district not later than the 5th day of January of each year. The Superintendent of Schools or his/her designated representative will meet with the Union and discuss their recommendations.

ARTICLE 14 - EMPLOYEE SUGGESTIONS

- 14.1 There shall be suggestion envelopes provided in each work area to help provide better communication and information for Labor/Management meetings.

ARTICLE 15 - EMPLOYEE RELATIONS PROCEDURE

- 15.1 Upon written request, representatives of the School District and Representatives of the Exclusive Representative shall meet concerning matters of concern to the parties. Each party shall restrict its committee to not more than five representatives for such meetings.

A request for a meeting shall be accompanied by an outline of the subject matter the party requesting the meeting wishes to discuss. The School District shall set the time (within ten working days) and provide the facilities for such meetings. The report of and the recommendation (s) of the committee, if any, shall be forwarded to the Superintendent for his/her review. For matters requiring Board action, the Superintendent will make recommendations to the Board of Trustees. Board of Trustees action on such matters, if any, shall become a part of School District Policy and shall not become a part of this Agreement.

ARTICLE 16 - SAVINGS CLAUSE

- 16.1 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, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 17 - NO STRIKE NO LOCKOUT

- 17.1 During the first year of this Agreement, the Union shall not strike against the School District and the School District shall not lockout the employees.

ARTICLE 18 - TERMS, AMENDMENTS AND MODIFICATIONS OF THE BASIC AGREEMENT

18. Distribution of Agreement

Copies of this Agreement shall be printed at the expense of the District and made available on the Human Resources website after the agreement is signed. All newly hired staff will be informed of its location and offered a hard copy of this Agreement, The Association shall be provided extra copies of this Agreement upon request.

- 18.1 This Agreement shall be effective as of the 1st day of July, 2019, and shall remain in full force and effect until the 30th day of June, 2021. Upon notice not later than May 1, 2021 of the final school year (2021) by either party, the parties shall meet to renegotiate.

Thereafter the Agreement shall be automatically renewed from year to year unless either party shall notify the other in writing at least sixty days prior to the anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty days prior to the anniversary date. The parties agree that, during the term of this Agreement that in the event of health insurance changes, either party may request to open for re-negotiation for this purpose only. Past practices and any other agreements are superseded with the terms of this contract.

EDUCATION/CERTIFICATION/LICENSE (ECL) PAY

A non-probationary employee who receives written pre-approval from their Supervisor shall receive an additional 25¢ per hour for receiving and maintaining an authorized certification/license in an area directly

related to the employee's job duties. This does not apply to certification that is required as a condition of employment or training received on the job. An employee may be approved to receive ECL compensation once every two years. An example of ECL topics may be a three credit college-level course in a job related subject such as management, cleaning best practices, hazardous waste/hazardous materials, or three Workforce Development courses.

Any employee who currently receives an additional .25 an hour for their Montana boiler's license will continue to receive that pay for the term of their employment, so long as the license is maintained.

DISTRICT PROPERTY AND EXPENSES

Insulated and/or uninsulated coveralls, as well as eye, ear or respiratory protection may be provided by the District, as it may determine. The items provided shall be used for work duties at the School only, and shall remain the property of the District. Any problem in this area must be handled and resolved exclusively through the Labor/Management Committee.

All licensure and medical exams required by the employer shall be provided at the employer's expense. In cases where the District requires a doctor's note or a Fit for Duty review based on chronic attendance issues, the employee will incur the cost of the exam.

Appendix A
Custodial Salary Matrix Summary

2018/19 Custodial Matrix

with a 3.5% COLA Adjustment
effective 7/1/18

2019/20 Custodial Matrix

with a 2.5% COLA Adjustment
effective 7/1/19

2020/21 Custodial Matrix

wage range table will be adjusted to reflect a 2.0% increase or Met Too Clause with KEA, whichever is higher.
effective 7/1/20

[Click Here](#) to view Custodial Matrix

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO,
KALISPELL LOCAL NO 2795**

John Wiser, President, AFSCME Local #2795

Date:

Judd Nyberg, Negotiating Team Member

Date:

Debbie Koski, Negotiating Team Member

Date:

Courtney Nolan , AFSCME Representative

Date:

KALISPELL PUBLIC SCHOOLS

Lance Isaak, Board Chairperson

Date:

Tracy Scott, Director of Human Resource

Date: