

LABOR AGREEMENT

between

The Billings Public Schools

and

**The Billings Classified Employees Association
MEA-MFT/NEA-AFT**

Term:

July 1, 2015 through June 30, 2017

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For ease in reference, significant differences between this agreement and the proceeding BPS-BCEA Agreement appear in bold. Bold has no effect other than for reference.

THIS AGREEMENT is entered by and between the Board of Trustees, Billings School District No. 2 and Billings High School District (the "Board") and the Billings Classified Employees Association (the "Association"), a unit of the MEA-MFT and National Education Association.

ARTICLE 1. RECOGNITION

Section 1. The Board recognizes the Association as the sole and exclusive representative of all employees within the appropriate bargaining unit, as certified by the Board of Personnel Appeals or as agreed by the Association and the Board.

Section 2. The appropriate unit shall include the following job classifications:

Accountant I	Interpreter for the Deaf I
Accountant II	Interpreter for the Deaf II
Accountant III	Inventory Controller
Accountant IV	Library Clerk
Adult Education Nite Owls Coordinator	Library System Services Coordinator
Attendance Clerk	Licensed Physical Therapy Assistant
Audiometric Technician	LPN/Assistant
Audio-Visual/Computer Technician	Medicaid Reimbursement Technician
Audio-Visual Technician	Mobility Trainer
Business Analyst	Network Engineer
Certified OT Assistant – COTA	Parking Lot Attendant
Community Trainer	Preschool Coordinator
Computer Engineer	Pressman
Computer Technician	Printer Foreman
Construction Technician	Registrar
Core Technical Engineer	Secretary I
ECI Family Support Specialist	Secretary II
Electronics Technician	Secretary III
Family Resource Center Liaison	Sensory Communication Facilitator
Financial Services Assistant I	Special Education Bus Assistant
Financial Services Assistant II	Special Education Bus Asst. Supervisor
Indian Ed Home to School Coordinator	Special Needs Assistant
Information Specialist I	Technology Budgeting and Ordering Manager
Information Specialist II	Testing Technician
Instructional Paraprofessional	Truancy Center Liaison
Instructional Technician	Truancy Center Manager

The appropriate unit shall exclude all temporary summer employees; the Administrative Assistant to the Superintendent; and the Human Resources Manager. The term "temporary summer employee" shall mean any employee hired by the district to work from May 1st to September 30th. Temporary summer employees that work outside this time frame will not be exempt from the unit.

Section 3. The term “employee” or “employees” as used in this Agreement shall mean an employee or those employees in the bargaining unit as defined above. The term “School Board” and “School District” shall mean School District No. 2 and Billings High School District, Billings, Montana, its Board of Trustees or designated representative(s) of the Board.

The terms “BCEA” and “Association” shall refer to the Billings Classified Employees Association or its designated representatives.

The term “Superintendent” and “Superintendent of Schools” shall refer to the chief administrative officer of the School District.

The terms “Administration” and “Administrator(s)” when used herein shall refer to management officials and supervisory employees, designated by the School District, to act for or in the interest of the School District.

The term “substitute employee” shall mean any employee hired by the District not as a permanent employee but to substitute for an absent employee for ten (10) working days or less.

The term “temporary employee” shall mean any employee hired by the District not as a permanent employee but to fill a vacancy until a position is filled by a permanent employee, to fill a temporary position created by the District, or to substitute for an absent employee for more than ten (10) working days. When a temporary employee has been employed one hundred and twenty (120) **consecutive calendar** days, the employee will become a regular employee of the District and placed on the seniority list from the original date of hire. A temporary employee shall not be dismissed to prevent the employee from becoming a regular employee or to hire another employee for the same position. Feedback shall be provided for all temporary employees before the one hundred and twenty (120) **consecutive calendar** days or the temporary position ends. Exceptions to the one hundred and twenty (120) **consecutive calendar** days allowance shall be considered on a case-by-case basis.

Section 4. The following Contract Support positions filled after July 1, 2006 shall be placed in the bargaining unit: Administrative Assistant-Controller; Benefits Technician; Administrative Assistant-Payroll; Payroll Manager; and Payroll Accountant.

ARTICLE 2. UNIT RIGHTS

Section 1. In the event the Association designates an employee to act as spokesperson for the Association, such designation shall be in writing, and shall state the length of time of the designation.

Section 2. The MEA-MFT Field Consultant or any Association officer, after announcing him/herself at the appropriate office at a District building, shall be admitted to such building and allowed to confer with employees concerning employment related matters during working hours, provided that such conferences do not interfere with normal building operations. Should admission of other Association representatives be desired or should the conference concern other unit matters, permission of the building administrator shall be required but not unreasonably withheld.

Section 3. The Association shall be allowed to use reasonable space on the bulletin boards which are normally used for employee notices or where designated by the head administrator of each building at which employees are assigned. Such use shall be with the approval of the head administrator of each building, which approval shall not be withheld without cause.

Section 4. With the permission of the head administrator of a school building, the Association and its representatives shall have the right to use meeting rooms at such school at reasonable times for unit meetings as long as such meetings do not interfere with other District activities.

Section 5. To the extent provided by law, the Association shall be allowed reasonable use of the internal mail system of the District to communicate with employees. The District shall not be responsible if Association mail is inadvertently mis-delivered or not delivered. In addition, the Association shall be allowed reasonable use of the electronic mail system if established by the District as long as the Association's use does not unduly burden such system or interfere with District business and if any message sent or received by electronic mail is such that an immediate transmission is required.

Section 6. Upon written request by an employee, he/she or a representative of the Association shall be permitted to examine or copy such employee's personnel file, or that portion of the file as specified in the request.

Section 7. Employees who are elected or appointed to represent the Association shall be granted leave, without loss of pay or benefits to attend state, regional or national meetings and conventions. Leave time granted shall include adequate travel time in addition to the meeting time. Notice of intended use of Association leave shall be given to the Superintendent by the Association president at least seven (7) working days in advance of usage. The Association will reimburse the School District in an amount representing the current substitute rate of pay for each day or part thereof the employee is absent and a substitute is hired. When a substitute is not hired, the Association will not have to pay for a substitute for the allotted Association Leave Days one through ten (1-10), but will pay the current substitute rate of pay for days eleven through fifteen (11-15).

The aggregate number of days allowed under this provision shall not exceed fifteen (15) days per school year, and no individual employee may utilize such leave or be absent for such leave more than five (5) days per school year. Absence for Association leave beyond the amount provided for herein may be granted by the Superintendent, or his designee, in his discretion, and under such circumstances the Association shall reimburse the District for substitute pay as set forth above.

ARTICLE 3. UNIT SECURITY

Section 1. In accordance with §39-31-203, MCA, the Association is allowed the following dues check-off for employees who are members of the Association. The Association will certify to the District its current monthly rate of membership dues and individual members who so desire will submit to the District cards authorizing the dues check-off deduction by the District. In order for a deduction to be made for a given month, a signed authorization card must be in the possession of the District no later than the first day of said month. Upon submission of a

properly executed authorization card of the employee involved, the District will deduct from the employee's first and second paycheck of each month one-half of the monthly rate of membership dues. Upon receipt by the District of a written request of an employee, the dues check-off deduction for such employee will terminate.

Section 2.

- A.** The Association as exclusive representative of the employees of the unit as described in Article I will represent all such persons fairly, whether members or not.
- B.** No employee shall be required to join the Association, but membership shall be made available to all who apply, consistent with the Association's Constitution and policies.
- C.** The Association may require of each non-member the payment of a representation fee. The fee shall cover the services of the Association in discharging its obligation to represent members of the appropriate unit in the process of negotiating and administering the collective bargaining agreements.
 - (i) The amount of such fee shall be determined by the Association.
 - (ii) The Association will certify the amount of the fee and a list of non-unit members to the School District. The School District shall collect the fee from the non-unit members and transmit the monies to the unit in the same manner specified above for the collection of dues. The District will provide a form to be executed as a condition of employment by each employee not a member of the Association, authorizing a payroll deduction of the representation fee.
 - (iii) Any dispute concerning the amount, propriety, or the method of collection of the representation fee shall be solely between the affected bargaining unit member and the Association. The Association will provide an internal review procedure wherein non-members may challenge the determination of the fee for unit services in representing members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement. Disputes concerning the representation fee assessed to such non-members may not be processed through the grievance procedure contained in Article 10.

ARTICLE 4. BOARD RIGHTS

Section 1. The Association recognizes that the Board has the responsibility and authority to manage and direct, in on behalf of the public, all the operations and activities of the School District to the full extent authorized by law. The Association further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the School District.

Section 2. The Association shall recognize any agent of the Board selected to represent it in any manner covered by this Agreement as is evidenced by appointment by the Board Chairperson or Superintendent of Schools.

Section 3. The Association recognizes the right and obligation of the School District to efficiently manage and conduct the operations of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 4. The parties and the Association recognize that all employees covered by this Agreement shall perform the tasks and services prescribed by the School District. The parties also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws and valid rules, regulations and orders of State and Federal governmental agencies.

Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders, shall be null and void and without force and effect, provided, however, that such Montana laws or other applicable laws and regulations are not incorporated into this Agreement by reference.

ARTICLE 5. NON-DISCRIMINATION

The Board hereby agrees that all employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection in accordance with §39-31-201, MCA. The Board further agrees that it will not discriminate against any employee for exercising any right granted by the Public Employees Bargaining Act or this Agreement.

ARTICLE 6. MEET AND CONFER

Section 1. Upon mutual agreement, the District and the Association shall meet and confer to discuss policies or matters which are not included under terms and conditions of employment and which are not the subject of or included in this Agreement.

Section 2. The School District shall meet and confer with the Association, or arrange for participation of the Association in meet and confer sessions with the Billings Education Association, on the development of the school calendar or any changes therein. The results of meeting and conferring on the calendar shall be submitted to the Board of Trustees for final approval, and the calendar shall not be construed as part of this Agreement.

ARTICLE 7. PAY AND HOURS

Section 1. The salary schedule appears as Addendum A, and is incorporated into this Agreement.

Section 2. All employees who regularly work at least four (4) hours per day shall be entitled to one duty-free fifteen (15) minute rest break. All employees who regularly work at least seven (7) hours per day shall be entitled to two (2) duty-free fifteen (15) minute rest breaks. All employees who regularly work at least six and one-half (6½) hours per day shall be entitled to a thirty (30) minute duty-free meal break. The times of rest breaks and meal breaks when and as applicable shall be arranged by mutual agreement between the individual employee and his/her building principal or department head as the case may be. In case of emergency, an employee shall take his/her rest break and meal break at another time during the work day if requested to do so by the building principal or department head. Rest breaks shall be considered as time worked, while meal breaks shall not.

Section 3. All time worked in excess of eight (8) hours in a day or forty (40) hours in any work week shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay, with the exception of overtime worked on any holiday as defined by Article 8 of this Agreement, which shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay, in addition to holiday pay. ECI Family Support Specialists will work hours per week as assigned by the District and shall be paid overtime for hours worked over 40.

Section 4. An employee who is called by the District and reports back to work from off District property to perform emergency, unscheduled duties, shall be paid for a minimum of two (2) hours at a rate of one and one-half (1½) times his/her regular rate of pay. The two (2) hour minimum shall not apply if an employee is called and reports early for his/her normal work day.

Section 5. The District shall assign employees work schedules and work locations. Employees shall be notified of work schedules and work location at the time of hiring. If the District changes work schedules or work locations, not requested by the employee, the following procedures shall be followed:

- A.** An employee will be given at least five (5) working days advance notice before having his/her work schedule or home work location changed except the following employees:
 - Special Needs Assistant
 - Special Education Bus Assistant
 - ECI Family Support Specialist
- B.** For those employees who are entitled to receive five (5) working days advance notice before a work schedule or work location change, the District will notify the Association at least ten (10) working days in advance of a work schedule or work location change to allow investigation and input by the Association;
- C.** Seniority will normally be the determinative factor when the District changes work schedules when two or more employees normally work in the same building, and

when such employees are employed in the same job classification. However, the District reserves the right to change the work schedule of a more senior employee when, in the opinion of the District, there are additional important considerations present.

Section 6. Fringe benefits and insurance programs provided by the District to employees appear on Addendum B to this Agreement, and are incorporated herein. The District will make contributions to the insurance program as designated in Addendum B. It is understood that the District's only obligation is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 7. If an employee is designated by his/her building administrator to perform substantially all of the duties of another employee in a classification assigned to a **different** wage level for a period of one or more working days, such employee shall be paid for that period of time as follows:

- A. An employee whose hourly wage is **less than the wage of the employee for whom the duties are being performed shall receive the same wage as the higher paid employee.**
- B. An employee whose hourly wage is greater than the hourly wage of the wage level to which such employee's regular job classification is assigned shall be paid **their normal hourly rate of pay.**

In the event the building administrator decides not to designate a replacement, no employee shall be expected to perform such work.

Section 8. The District shall not assign any employee classified an Instructional Para-Professional as a Special Needs Assistant unless such employee agrees to such an assignment. Any employee accepting such assignment on a permanent basis shall be permanently classified as a Special Needs Assistant for all purposes of this Labor Agreement. Should the District determine that an Instructional Para-Professional be assigned as a Special Needs Assistant on an temporary basis, any Instructional Para-Professional, accepting such temporary assignment, shall be notified by the District at the time of acceptance of the duration of the temporary assignment and shall have the right to be reassigned as an Instructional Para-Professional at the end of such temporary assignment.

Section 9. ABILITY TO SUBSTITUTE

- A. An **IPP/SNA** may substitute for a teacher. The **IPP/SNA** must accept the sub assignment that has been submitted by the teacher in SmartFind Express. The **IPP** or **SNA** must be on the sub list at Human Resources.
- B. The **IPP/SNA** would then indicate the day as a professional leave day on his/her timesheet and complete a blue sheet to be paid for the day. The **IPP/SNA** will be paid at their regular hourly rate of pay.

- C. Once the administration is aware that the **IPP/SNA** is subbing then every attempt will be made to hire a sub for the **IPP/SNA**.

Section 10. No employee is automatically entitled to be relieved of duty to compensate for overtime hours. However, a building administrator may authorize an employee overtime work to be paid by compensating such employee with relief from duty on the basis of one and one-half (1½) hours relief from duty for each overtime hour worked. During each of the periods July 1 through December 31, and January 1 through June 30, no such employee may accrue as compensatory time-off more than three (3) times the number of hours the employee normally works each work day. In order to accrue compensatory time-off, each employee must record such compensatory time-off accrual on his/her time sheet for the period in which the accrual occurs. Such compensatory time off must be taken by the employee by the end of the period in which the compensatory time-off has been accrued. Subject to the above, compensatory time-off shall be scheduled by mutual agreement between the building administrator who authorized such compensatory time-off and the employee so as not to unduly disrupt building or District operations, but the building administrator shall make compensatory time-off available to the employee before the end of such period in which it accrued.

Section 11. Any paid leave taken by an employee as established by this Agreement shall be considered as time worked for the purposes of computing overtime pay.

Section 12. Administrators shall not normally perform work performed by employees except when necessity dictates, an emergency arises, regular employees are on leave or vacation, or when qualified employees who would normally perform such work are not available.

Section 13. The District shall pay employees at least twice monthly.

Section 14. Whenever an employee receives an increase in pay, such increase shall become effective on the date the employee assumes his/her new position.

Section 15. Employees who do not work during the summer months and who are transferred to a different work location shall be notified of their work schedules, work location and date to return to work by August 1 prior to the commencement of the school year. Employees shall be sent a work calendar for the next school year by August 1.

Section 16. During the summer months when school is not in session, the District shall normally assign all full-time employees to work schedules commencing at 7:30 a.m. and terminating at 4:30 p.m., except that the District may assign such employees to other work schedules when the District considers it necessary. Employees may work four, ten-hour days if their work area is covered within normal business hours set by the District and if approved by their building administrator. Normal work hours for employees working four, ten-hour days are 6:00 a.m. to 5:00 p.m. with an hour for lunch or 6:00 a.m. to 4:30 p.m. with a half hour for lunch. Schedules of employees need to be varied so that the building/department is open Monday through Friday.

Section 17. Those employees who work in more than one location in any work day shall be paid appropriate mileage for all travel between work locations when they use their own automobile, and such travel shall be considered as time worked, **and shall not be considered**

as duty free break time. Mileage is reimbursable at the applicable Internal Revenue Service rate at the time of travel. Mileage claimed shall not exceed the actual distances traveled. Mileage reimbursement for out-of-state trips cannot exceed the cost of the same trip using commercial travel arrangements.

Section 18. Upon authority of an employee provided to the District in writing upon forms supplied by any financial institution, the District shall deduct the authorized amount of wages from the employee's salary and make appropriate remittance to any financial institution.

Section 19. The District and the Association, jointly recognize the benefit of electronic deposit of employees' paychecks. The parties strongly recommend that employees participate in the District's electronic deposit program and have their paychecks electronically deposited. For any employee who participates, any and all salary and other payments shall be deposited by the District to such employee's account at a local bank or other depository financial institution which belongs to the Federal Reserve system. Such employee shall designate the bank or financial institution to which direct deposits shall be made on forms supplied by the District. If the employee does not maintain such account, an account for such direct deposits shall be made available to such employee by the District at no cost.

Section 20. Elementary secretaries shall have up to an additional eighty (80) work hours on an annual basis; subject to scheduling and approval by the building principal.

Section 21. Each employee shall accumulate two and one-half (2 ½) days of service credit for each full year of experience. Said credit will be compensated to the employee upon termination of services. In applying these provisions, the employee's rate of pay shall be determined by computing the employee's most recent rate of pay times the number of hours worked on a normal work day at the termination of services. No benefits under this section shall be paid to any employee who has less than ten (10) years of service with the District at the time of termination.

ARTICLE 8. HOLIDAYS

Section 1. Permanent employees normally working at least 35 hours per week in one job classification or in any combination of job classifications will be eligible for the following paid holidays:

Independence Day	Day after Christmas
Labor Day	New Year's Day
Day before Thanksgiving	Spring Break Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Spring Day
Day before Christmas	Memorial Day
Christmas Day	

In addition, all employees shall be entitled to 2 additional holiday days, the dates of which shall be determined by the Superintendent.

In addition to the above-listed holidays, an employee whose position requires regular

employment for twelve (12) months per fiscal year and at least 35 hours per week, shall be entitled to four additional holiday days. The dates for the additional holiday days must be mutually agreed upon by the employee and their administrator. A leave request form must be completed by the employee and approved by the administrator to indicate the employee's choice for the additional four holiday days.

Section 2. Other permanent employees shall be eligible for the following paid holidays:

Independence Day	Day after Christmas
Labor Day	New Year's Day
Day before Thanksgiving	Spring Break Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	

Section 3. To be eligible for a paid holiday, an employee of the District must have been in active pay status during the day preceding and the day following the holiday. For Memorial Day, an employee must be in active pay status on the work day prior to Memorial Day.

Section 4. The holiday for Spring Day shall be determined by the Superintendent. The District shall notify the employees of the scheduled date for the Spring Day holiday on or prior to September 1 of the school year during which the holiday will occur.

ARTICLE 9. LEAVES

Section 1. JURY AND WITNESS DUTY. Employees who are under proper summons as jurors or witnesses shall collect all fees and allowances payable as a result of the service and forward the fees to the District Business office. Employees serving on a jury or as a witness shall be paid at their regular rate of pay. However, if an employee elects to charge his/her juror or witness time off against his/her annual vacation leave, he/she shall not be required to remit the fees to the District.

In no instance is an employee required to remit to the District any expense or mileage allowance paid him/her by the Court. The District may request the Court to excuse an employee from jury duty if he/she is needed for the proper operation of the District or building to which the employee is assigned.

Section 2. SICK LEAVE.

Subsection 1. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours [52 weeks x 40 hours] shall equal one (1) year. 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 that may be accrued. Sick leave credits shall be credited at the end of each pay period.

Subsection 2. Sick leave means a leave of absence with pay for a sickness suffered by an employee or his immediate family as defined in Article 9, Section 4, Subsection 2.

Subsection 3. Employees are not entitled to be paid sick leave credits until they have been continuously employed for ninety (90) days.

Subsection 4. Other employees are entitled to pro-rated leave benefits if they have worked the qualifying period.

Subsection 5. An employee may not accrue sick leave credits while in a leave without pay status.

Subsection 6. An employee who terminates employment with the District is entitled to a lump-sum payment equal to 1/4th of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates employment with the District. Accrual of sick leave credits for calculating the lump-sum payment provided for in this Section begins July 1, 1971. The payment therefore shall be the responsibility of the District. However, no employee forfeits any sick leave rights or benefits he/she had accrued as an employee of the District prior to July 1, 1971.

Subsection 7. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment for unused sick leave.

Subsection 8. Employees who are on sick leave for five (5) or more consecutive work days are required to present a physician's statement upon returning to work. Employees on sick leave for four (4) consecutive work days or less will not be required to present a statement unless there is reason to suspect abuse of sick leave.

Subsection 9. If an employee has exhausted all accrued sick leave credits, he/she may use unused annual vacation leave credits, subject to Section 2, Subsection 10 of this Article.

Subsection 10. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Subsection 11. In the event an employee on annual leave becomes ill, the employee may change his/her annual leave status to sick leave status for the purpose of illness and use available sick leave credits, provided he/she provides appropriate documentation of illness for such period from a licensed physician and receives approval from the Executive Director of Human Resources.

Section 3. ANNUAL LEAVE.

Subsection 1. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours [52 weeks x 40 hours] shall equal one (1) year. Vacation leave credits earned shall be credited at the end of each pay period.

Subsection 2. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Subsection 3. Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have worked the qualifying period of six (6) calendar months.

Subsection 4. An employee may not accrue annual vacation leave credits while in a leave without pay status.

Subsection 5. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the District, whether the employment is continuous or not:

<u>Years of Employment</u>	<u>Working Days Credit</u>
1 day through 10 years	15 days
10 years through 15 years	18 days
15 years through 20 years	21 days
20 years or more	24 days

Subsection 6. 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) days from the last day of the calendar year in which the excess was accrued.

Subsection 7. An employee who terminates his/her employment for reason not reflecting discredit upon him/herself 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 of six (6) months.

Subsection 8. Should an employee's normal pay day fall during such employee's scheduled vacation, the employee may request and receive the pay to be received on his/her pay day in advance of the beginning of his/her vacation. Such request will only be honored by the District if the employee makes a request on his/her regular time sheet filed in the District Business Office at the regular time for such filing, prior to the commencement of his/her vacation which would allow for advance vacation pay to be made to such employee on the normal pay day prior to the commencement of his/her vacation.

Section 4. CRITICAL FAMILY ILLNESS LEAVE.

Subsection 1. When the absence of a permanent full-time employee or permanent part-time employee regularly working at least twenty (20) hours per week is caused by critical illness in his/her or the spouse's immediate family, leave of absence without loss of salary or utilization of sick leave will be granted for not to exceed three (3) total work days per occurrence, the particular number of days allowed subject to approval by the Superintendent of Schools, dependent upon circumstances surrounding the illness. In the event circumstances do not permit the prior written application for the leave, the employee shall notify his/her immediate supervisor, and upon the employee's return, a written application will be promptly submitted to the Superintendent of Schools, explaining the nature of the circumstances surrounding the absence. If the critical illness involves the employee's spouse or child, up to three (3) additional days may be allowed

at the discretion of the Superintendent of Schools, such days to be deducted from sick leave.

Subsection 2. “Critical illness” means illness which the attending physician considers sufficiently serious to require the employee’s presence at the bedside, and shall include attendance at the birth of a child or grandchild. Critical family illness shall also include mental illness, alcoholism, and chemical dependency situations. “Immediate family” includes:

Spouse	Child & Spouse	Step Child & Spouse
Parent	Parent In-Law	Step Parent or Parent In-Law
Brother & Spouse	Brother In-Law & Spouse	Step Brother or Brother In-Law & Spouse
Sister & Spouse	Sister In-Law & Spouse	Step Sister or Sister In-Law & Spouse
Grandparent	Grandparent In-Law	Step Grandparent or Grandparent In-Law
Aunt & Spouse	Aunt In-Law & Spouse	Step Aunt In-Law & Spouse
Uncle & Spouse	Uncle In-Law & Spouse	Step Uncle In-Law & Spouse
Grandchild & Spouse		Step Grandchild & Spouse
Niece & Spouse		Step Niece & Spouse
Nephew & Spouse		Step Nephew & Spouse

Section 5. BEREAVEMENT LEAVE.

Subsection 1. When the absence of a permanent full-time employee or a permanent part-time employee regularly working at least twenty (20) hours per week is caused by death in his/her or the spouse’s immediate family, leave of absence without loss of salary or utilization of sick leave will be granted for not to exceed five total work days per occurrence. Work day absence beyond this leave will be counted as sick leave.

Subsection 2. “Immediate family” includes:

Spouse	Child & Spouse	Step Child & Spouse
Parent	Parent In-Law	Step Parent or Parent In-Law
Brother & Spouse	Brother In-Law & Spouse	Step Brother or Brother In-Law & Spouse
Sister & Spouse	Sister In-Law & Spouse	Step Sister or Sister In-Law & Spouse
Grandparent	Grandparent In-Law	Step Grandparent or Grandparent In-Law
Aunt & Spouse	Aunt In-Law & Spouse	Step Aunt In-Law & Spouse
Uncle & Spouse	Uncle In-Law & Spouse	Step Uncle In-Law & Spouse
Grandchild & Spouse		Step Grandchild & Spouse
Niece & Spouse		Step Niece & Spouse
Nephew & Spouse		Step Nephew & Spouse

Section 6. MEDICAL LEAVE.

Subsection 1. A permanent full-time employee or a permanent part-time employee working at least twenty (20) 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 be granted a medical leave of absence without pay for up to one (1) year. The District may renew such a leave at its

discretion.

Subsection 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 at which the employee is expected to be able to assume his/her normal responsibilities.

Subsection 3. During a medical leave of absence, 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.

Section 7. FAMILY LEAVE.

Subsection 1. A family leave for permanent full-time employees and permanent part-time employees regularly working at least twenty (20) hours per week shall be granted by the District. Family leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time. Care of an adopted child shall qualify for family leave.

Subsection 2. The leave application should be made to the Superintendent of Schools at least three (3) calendar months before commencement of the leave, and must be made within thirty (30) **consecutive** calendar days of commencement of the leave, except in emergencies, and shall indicate the planned ending date of the leave.

Subsection 3. The employee may return to full status upon advice of his/her physician, provided that such employee give a minimum of thirty (30) days notice prior to the date he/she intends to return to work. The employee shall be assigned the same position or a comparable position as the one that he/she held at the time leave commenced.

Subsection 4. An employee who returns from family leave according to the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subsection 5. An employee on family leave is eligible to participate in group insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of family leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Agreement.

Subsection 6. Leave under this Section shall be without pay or fringe benefits.

Section 8. MILITARY LEAVE. Military leave shall be granted pursuant to §10-1-604 MCA.

Section 9. LEAVE WITHOUT PAY. A leave without pay or fringe benefits, other than family leave or medical leave, for a period of not more than one (1) year, may be granted to an employee at the discretion of the Superintendent of Schools. This section shall not apply to short term unpaid leaves of 10 days or less which may be approved by the employee's

immediate supervisor.

Section 10. PUBLIC OFFICE LEAVE. Employees selected or appointed to a public office in the city, county or state shall be granted leaves of absence, not to exceed 180 days per year, **sufficient to serve in such office** without pay and fringe benefits, **or the employee may reimburse the district the amount of pay received for serving** while they are performing public service, **in which case they shall retain their normal rate of pay.** During this type of leave, an employee may have the option of retaining for him/herself the insurance benefit programs specified in Appendix B. **If the employee retains the School District's insurance benefits, then he/she will designate the State's contribution for insurance be paid to the District's insurance fund to offset their insurance payments for the duration of the absence.**

Section 11. PROFESSIONAL LEAVE. Employees may be granted leave without loss of pay for the purpose of attending meetings, workshops, conferences, seminars, inter-school visits, and other similar activities approved by the Superintendent or his/her designee.

ARTICLE 10. DISPUTE RESOLUTION

Section 1. The Board and the Association hereby acknowledge that it is desirable for the parties to attempt to resolve problems through informal communications as quickly as possible to the satisfaction of both parties. Nothing contained herein shall be construed to prevent an employee from discussing and resolving a problem with his/her building administrator or department head.

Section 2. DEFINITIONS AND INTERPRETATIONS.

- A.** A grievance shall mean an allegation by a member of the bargaining unit of a violation, misapplication, or misinterpretation of any term or terms of this agreement.
- B.** An "aggrieved employee" or "grievant" means a School District employee who is a member of the appropriate bargaining unit making the claim.
- C.** The time limits provided in this grievance procedure shall be strictly observed but may be extended by written agreement between the grievant and the School District.
- D.** Reference to days regarding time periods in this grievance procedure shall refer to working days which excludes Saturdays, Sundays and holidays observed by the School District.
- E.** In computing any period prescribed or allowed by procedures herein, the date of the act, event or default from which the designated period of time begins to run shall not be counted.
- F.** The filing and 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.

- G.** Failure of the grievant to file a grievance or appeal to the next step within the time limits prescribed herein shall act as a bar to the filing of the grievance or to any further appeal, and an administrator's failure to render a decision within the time limits presented herein shall permit the grievant to proceed to the next step.
- H.** A form which must be used for the presenting of grievances shall be provided by the School District. Such form, attached to this Agreement as Addendum C, shall be readily accessible in all school buildings.
- I.** The grievant may be accompanied by a representative. However, employee representatives will not be provided release time to confer on labor relations matters.

Grievances shall not be valid for consideration unless submitted in writing on the appropriate form, Addendum C, to the Executive Director of Human Resources except that the District may waive this requirement at its discretion.

Section 3. ADJUSTMENT OF GRIEVANCE. The grievant and the School District shall attempt to adjust all grievances as follows:

Step I. If a grievant believes there has been a grievance, he/she shall discuss the matter with his/her department head or building administrator as appropriate in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing on the form provided by the School District, Addendum C, which sets forth the facts and the specific portions of this Agreement allegedly violated and the particular relief sought. An alleged grievance must be presented in writing on the appropriate form, Addendum C, to the Executive Director of Human Resources within twenty (20) days of the occurrence of the event, or within twenty (20) days of the time that the grievant through the use of diligence should have known of the alleged grievance.

Step II. The Executive Director of Human Resources shall meet with the grievant within ten (10) days after receipt of the written grievance and give a written answer to the grievant within five (5) days after the meeting. The grievant has ten (10) days within which to either accept the answer or appeal it in writing to the next level.

Step III. If the grievance has not been resolved at Step II, it may then be appealed in writing to the Superintendent. The Superintendent or his designee shall meet within ten (10) days after receipt of the written appeal to discuss the problem with the grievant. Within seven (7) days of the meeting the Superintendent or his designee shall submit a written answer to the grievant.

Section 4. If the grievance remains unresolved at the conclusion of Step III, it may be submitted for binding arbitration at the discretion of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent's Office within ten (10)

days after the date of receipt of the decision at Step III.

- A.** If the parties cannot agree as to the arbitrator within five (5) **consecutive** calendar days from the notification date that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit, within three (3) days to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two (2) names from the list in alternate order, and the name so remaining shall be the arbitrator. Within sixty (60) days of the appointment by the Board of Personnel Appeals, the arbitrator selected shall make an award.
- B.** Rules and procedures governing the hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be final and binding and may be enforced in a court of competent jurisdiction in accordance with Montana law.
- C.** The arbitrator shall have no power to add to, subtract from or alter or vary in any way, the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The Board and the aggrieved party shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- D.** The fees and expenses of the arbitrator and other costs of the arbitration shall be shared jointly and equally between the Board and the Association. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right to access to the records.
- E.** Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the workday persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- F.** Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.
- G.** All documents, communications and records shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.
- H.** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

Section 5. ELECTION OF REMEDIES. A grievant, or the Association on behalf of any grievant, instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory or regulatory process for which relief may be granted, subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another form as

outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

ARTICLE 11. JOB SECURITY

Section 1. A probationary period of one-hundred and twenty (120) **consecutive** calendar days shall be utilized for the examination of a new employee. Such probationary period shall begin on the day the new employee first reports for work. During the probationary period, the District may terminate a new employee at its discretion, and said employee shall not have recourse to a grievance procedure.

Section 2. Employees who are awarded promotions shall serve a probationary period, beginning with the first day of service in the new position and continuing for ninety (90) **consecutive** calendar days. If the District wishes the employee to return to his/her previously held position within such ninety (90) day probationary period, or if the employee wishes to return to his/her previously held position during the **first** forty five (45) days of such probationary period, such employee will return to his/her previously held position and will be compensated at the appropriate rate of pay for that position.

Section 3. The District retains the right to discipline employees, but no employee shall be suspended with or without pay or discharged from employment for disciplinary reasons except for just cause. At his/her request, the District shall furnish a terminated or disciplined employee with a statement in writing of the grounds and specific reasons for such action.

ARTICLE 12. SENIORITY

Section 1. Seniority shall mean the total length of continuous service of a permanent employee with the District as a member of this BCEA unit from the last date of hire. A permanent employee serving his/her initial **one-hundred and twenty (120) consecutive calendar** day probationary period shall not be allowed to use his/her accumulated seniority until such permanent employee finishes his/her probationary period.

Section 2. Job classifications will be assigned for seniority purposes to the following wage levels:

Wage Level I

Accountant I
Family Resource Center Liaison
Instructional Paraprofessional
Library Clerk
Parking Lot Attendant
Secretary I
Special Education Bus Assistant

Wage Level II

Accountant II
Attendance Clerk
Audiometric Technician
Audio-Visual Technician
Community Trainer
Indian Education Home to School Coordinator
Mobility Trainer
Pressman
Printer Foreman
Secretary II
Special Needs Assistant
Truancy Center Liaison

Wage Level III

Adult Education Nite Owls Coordinator
Instructional Technician
Interpreter for the Deaf I
Library System Services Coordinator
LPN/Assistant
Medicaid Reimbursement Technician
Preschool Coordinator
Registrar
Secretary III
Sensory Communication Facilitator

Wage Level IV

Accountant III
Accountant IV
Audio-Visual/Computer Technician
Business Analyst
Certified OT Assistant – COTA
Computer Engineer
Computer Technician
Construction Technician
Core Technical Engineer
ECI Family Support Specialist
Electronics Technician
Financial Services Assistant I
Financial Services Assistant II
Information Specialist I
Information Specialist II
Interpreter for the Deaf II
Inventory Controller
Licensed Physical Therapy Assistant
Network Engineer
Network Manager
Special Education Bus Assistant Supervisor
Technology Budgeting & Ordering Manager
Testing Technician
Truancy Center Manager

Section 3.

- A.** Should the Board decide to reduce the number of employees in any of the above-listed job classifications the employee or employees with the least seniority in the wage level to which the employee or employees job classifications are assigned will be laid off first providing the employee with the greater seniority in the wage level meets the minimum qualifications of the job classification (as specified in the job description for such job classification) into which he or she shall be placed as a result of lay off of an employee with less seniority.

- B. For purposes of Subsection 3A above and Section 4 below, “minimum job qualifications” shall be met only if such qualifications are contained in information included in the employee’s District personnel file and, if any job qualification includes specific training or experience, such training or experience must have occurred within five (5) school years prior to the school year in which such employee must demonstrate the meeting of minimum job qualifications to avoid lay off pursuant to Subsection 3A above or to be entitled to recall pursuant to Section 4 below.
- C. The District will remind employees at least once each school year to notify the District if any specific training or job experience should be included in the employee’s personnel file.

Section 4. Employees shall be recalled from layoff within the wage levels to which their job classifications are assigned as listed in Section 2 above, and the employee with the greatest seniority in a wage level on layoff status who attained at least a satisfactory rating on his/her last performance evaluation shall be offered the open position in such level providing that such employee meets the minimum qualifications, as defined above in Section 3B, for the classification as outlined in the job description.

Section 5. Length of continuous service and seniority shall be considered broken under the following conditions:

- A. voluntary termination or retirement;
- B. discharge for just cause;
- C. layoff in excess of twelve (12) months;
- D. an employee not returning to work within seven (7) **consecutive** calendar days after notification to return to work (see Section 6. below);
- E. leave without pay in excess of sixty (60) **consecutive** calendar days except family leave and medical leave (Board Policy 5012), which shall extend the limit to one (1) year.

Section 6. For the purpose of Section 5 of this Article, notification by the District to an employee to return to work shall be considered as having been accomplished when the District mails a certified letter to the employee at his/her last known address, as contained in his/her personnel file.

Section 7. No permanent employee in any job classification shall be laid off while temporary or probationary employees are retained.

Section 8. A senior employee shall be entitled to elect to be laid off instead of a junior employee, but the District must be notified of such election within seven (7) working days after such junior employee has been notified of his/her layoff.

Section 9. Permanent employees shall be given twenty (20) **consecutive** calendar days advance notice before being laid off except the following employees: Special Education Bus Assistants.

ARTICLE 13. VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. A position is considered “vacant” or open when a determination has been made by the district that the position will be continued and/or an employee leaves a regular school position for any reason or it is created by the district. All vacant or newly created positions, for which the District makes insurance plan contributions, not filled by transfers, shall be announced seven (7) **consecutive** calendar days before being filled on a permanent basis. The job announcement shall contain the following information:

- A.** where applications can be made;
- B.** date of closing;
- C.** salary;
- D.** hours and days of work;
- E.** job classification to be filled (see Article 12, Section 2).

Section 2. The District shall consider all applicants in the selection process for any vacant or newly created position, for which the District makes an insurance plan contribution, not filled by a transfer, unless a qualified employee is in layoff status, in which case the provisions of Article 12 shall be followed, and the announcement provisions of Section 1, above, shall not be followed.

Section 3. Unsuccessful applicants shall be so notified at the end of the selection process. An employee who makes a written request shall be allowed to meet with at least one (1) member of the selection panel in order to receive the specific reasons for denial of his/her application for the open position.

Section 4. The District shall appoint no less than three (3) individuals employed by the District to each selection committee and a selection committee shall be formed for each vacant or newly created position, for which the District makes an insurance plan contribution, not filled by a transfer, unless a qualified individual is in layoff status, in which case the provisions of Article 12 shall be followed. One (1) member of each selection committee shall be a unit member appointed by the District, who shall have knowledge of the duties of the position to be filled.

Section 5. Any qualified employee applying for a vacant or newly created position in such employee’s unit, for which the District makes an insurance plan contribution, not filled by a transfer which will result in a promotion or in an increased number of hours worked per week, shall be entitled to an interview with the selection committee chosen to fill such position except that no more than three (3) such employees shall be interviewed for each position should more than three (3) employees apply.

Section 6. Subject to the above provisions, the District reserves the right to promote and transfer employees and fill vacant positions. Although not determinative, seniority with the District will be taken into account when evaluating employees.

Section 7. Voluntary transfer – Bargaining unit members wishing to voluntarily transfer for the next school year, to another building or position shall initiate a written request on the Request for Consideration Form with the Human Resources Office and their immediate supervisor and if appropriate the Student Services Supervisor. The written request for consideration must be

specific as to building preference, classification and hours. The Request for Consideration form shall be submitted to Human Resources by April 30th of each year to be considered for a transfer for the next school year. Consideration will be given to transfer requests received during this time period, as assignments are made and openings occur for the next school year. The decision to grant a voluntary transfer must be mutually acceptable to the District and the individual requesting the transfer.

ARTICLE 14. RATINGS AND WARNINGS

Section 1. All permanent employees shall be evaluated during their probationary period and again during the first year of their employment. Thereafter, evaluations will be performed at the discretion of an administrator or at the request of an employee but no less frequently than once every three (3) years after the initial year of employment. The performance evaluations shall be conducted by the building principal or department head as the case may be. The process of evaluating employees shall be established by the District. Absence of an annual formal evaluation means that the District has determined the employee's performance to be satisfactory for the year.

Section 2. Should an employee receive less than a satisfactory evaluation, such employee, upon request, shall be re-evaluated by the Administrator who performed the initial evaluation with the assistance of another District administrator who regularly performs employee evaluations or who is familiar with the assigned work and duties of such employee.

Section 3. A copy of an employee's evaluation shall be provided to the employee upon its completion. The evaluation shall be considered a confidential document, and shall not be shown to other employees, outside of those in the administrative staff who would normally have access to the document, members of the Board of Trustees, or to any other person without permission of the employee. At any employee's request, the Administrator involved in any re-evaluation is provided for in Section 2 of this Article, shall discuss the evaluation with the employee in private, as soon after delivery of the evaluation is made as is possible.

Section 4. No letter of caution, warning, admonishment or reprimand shall be placed in an employee's personnel file without first having been shown to such employee. An employee shall have the right to attach written objections to such letters, provided such written objections are forwarded to the Executive Director of Human Resources within fifteen (15) **consecutive** calendar days after any such letter has been filed with the Executive Director of Human Resources.

Section 5. There shall be one (1) personnel file maintained by the District for each employee.

Section 6. Material prepared or placed in the personnel file of an employee without conformity to the provisions of this Article shall not be used to the detriment of the employee.

Section 7. Should an employee receive an evaluation that recommends a Plan of Improvement, such Plan of Improvement shall include measurable goals and time requirements and shall be provided to the employee within 10 working days after the evaluation is reviewed with the employee.

ARTICLE 15. NOTIFICATIONS

Section 1. The District shall notify the Association of any plans for layoff, including a listing of the names of employees scheduled for such layoff.

Section 2. Within five (5) working days upon request, the District shall deliver to the Association annually a list of names, addresses, classification (including salary), average hours worked per week, school or area of work, and date of hire of all current employees in the unit. Within five (5) working days upon request, the District shall deliver to the Association monthly thereafter any changes to the list previously supplied.

Section 3. The District shall provide the Association, and provide access to all employees, a current policy manual of its rules, regulations and policies concerning employees, and shall notify the Association and all affected employees of any changes thereto.

Section 4. The District shall notify employees each pay period of their accumulated sick and annual leave credits.

Section 5. Each employee shall be allowed to view the total set of job descriptions for other employees in the unit upon request.

Section 6. The School District shall reproduce and distribute copies of this agreement to all employees in the unit and the Association. The School District and the Association will make a good faith effort to see that copies are distributed within sixty (60) days of ratification.

Section 7. The School District shall place a district-wide seniority list for the unit in each building by February 1 of each year. Monthly updates of the seniority list shall be available upon request at the Human Resources Office.

ARTICLE 16. TRAINING

Section 1. Should any employee wish to pursue secondary or post-secondary training or course work to improve skills related to such employee's job description, he/she may submit a proposal, which may include a request for reimbursement and/or leave time, for such training or course work to the Superintendent who shall approve, disapprove or modify such proposal at his/her discretion.

ECI Family Support Specialists are required to seek provisional Family Support Specialist certification when beginning employment as a Family Support Specialist and earn full Family Support Specialist certification within two years of the date they receive the provisional certification.

Section 2. The District shall provide orientation for new employees for the purpose of acquainting them with the duties, procedures and policies required for their jobs.

Section 3. The District shall reimburse all paraprofessionals the cost of testing to meet the standards of the No Child Left Behind Act. Paraprofessionals must be hired by the District and

provide receipts of the testing in order to qualify for reimbursement.

Section 4. The District shall, with pre-approval from the employee's immediate supervisor, the Chief Financial Officer, and the Superintendent, reimburse any member of any department for the out-of-pocket cost of certain certification tests or the training materials required to learn and study for such certification tests, up to a total amount of \$250 per employee. The tests must be applicable to the current position and to the current job description of the employee and the District will only reimburse upon evidence of successful completion, unless otherwise agreed to by the District.

ARTICLE 17. HEALTH AND SAFETY

Section 1. REIMBURSEMENT FOR PROPERTY LOSS The District will repair or reimburse employees the current value up to a maximum of \$500 for any clothing or personal property damaged or destroyed as a result of an assault and/or battery or an act of vandalism suffered by the employee in the course of employment during duty hours or assigned District responsibility. No reimbursement shall be provided for the loss of cash or personal property through negligence.

- A. To apply for reimbursement, a "Notice of Loss and Claim Reimbursement" form must be filed with the employee's immediate supervisor within twenty (20) days of the occurrence of the damage or loss or the claim will be forever waived.
- B. A report of the incident will be filed with the appropriate law enforcement agency, and a copy of the report shall be submitted along with the claim. A claim for reimbursement from the employee's insurance carrier(s) shall be made, and a copy of this claim and the insurance carrier(s)' response shall be provided to the District before payment is authorized. Receipts for repair or replacement shall be submitted at the time reimbursement is requested.
- C. No reimbursement shall be provided for losses fully covered by insurance or when full reimbursement is obtained from other sources.

ARTICLE 18. JOB DESCRIPTIONS

The District has established a job description for each employee. Such job description encompasses the tasks and duties which the District expects the employee to perform. The applicable job description shall be given to each employee upon hire, to those currently employed, and a complete set of job descriptions for those in the bargaining unit shall be delivered to the Association.

ARTICLE 19. EFFECT

This instrument contains all provisions of the agreements between the Board and the Association on all matters negotiable for agreement under Title 39, Chapter 31, MCA, and the

parties waive the right to further bargaining during the term of this Agreement. The provisions of this Agreement relating to terms and conditions of employment supersede any and all practices, agreements, policies, understandings, rules and regulations concerning terms and conditions of employment inconsistent with the provisions of this Agreement. However, the parties may meet to negotiate pursuant to Article 20, or upon mutual agreement.

ARTICLE 20. SEVERABILITY

If any provision or part thereof of this Agreement is found to be in conflict with any applicable state or federal law or regulation, such a provision shall be deleted from the Agreement or shall be deemed in effect to the extent permitted by such law or regulation. The remaining provisions of this Agreement shall be in full force and effect for the term of this Agreement. Should any provision or part thereof of this Agreement be declared a nullity by a court of competent jurisdiction for some reason other than conflict with applicable state or federal law or regulation, such provisions shall be deleted from this Agreement, and the District and Association on behalf of the unit affected by such deletion shall meet to negotiate a replacement provision. The remaining provisions of this Agreement shall be in full force and effect for the term of this Agreement.

ARTICLE 21. RELEASE TIME FOR BCEA OFFICER

The School District will provide up to half-time release for one Executive Officer to permit said officer to attend to Association business at no loss of salary or fringe benefits. The Association will determine which individual will be released and the Association will determine the amount of time the individual will be released and notify the District prior to **August 1st** of the **preceding** year. Such release time shall be reimbursed **quarterly** to the School District on a pro rata basis.

ARTICLE 22. NO STRIKE CLAUSE

There will be no lockouts by the School District, or strikes or slowdowns of work by the Association, during any period that this Agreement is in full force and effect.

ARTICLE 23. TERM

All provisions of this Agreement shall be effective **July 1, 2015**, except as otherwise provided herein. The Agreement shall remain in full force and effect until **June 30th, 2017**, and will automatically be renewed and will continue in full force and effect for additional periods of one year commencing **July 1, 2017**, unless either party gives notice to the other not later than **April 1, 2017**, or April 1 prior to any subsequent expiration date of this Agreement, of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

The parties through their authorized agents have executed this labor agreement on the dates set out below.

**Board of Trustees, Billings School District No. 2
and Billings High School District**

**Billings Classified Employees Association, MEA-
MFT/NEA-AFT**

By: Dr. Greta Besch-Moen, its Board Chairperson

By: Scott Proctor, its President

Date: _____

Date: _____

Attest:

Attest:

Jeana Lervick, District Clerk

Jeri Anton, Association Treasurer

Date: _____

Date: _____

ADDENDUM A -- SALARY

1. Each employee shall be assigned to a job classification within a wage level on the Salary Schedule attached hereto.
2. Employees with years of employment noted below shall receive the corresponding net increase effective on the employee's employment anniversary date.

<u>Years of Employment</u>	<u>Net Increase</u>
1 year up to 5 years	\$.20
5 years up to 10 years	\$.20
10 years up to 15 years	\$.35
15 years up to 20 years	\$.35
20 years up to 25 years	\$.40

3. Any employee whose hourly wage exceeds the hourly wage for the wage level to which the employee's job classification is assigned and who receives a promotion to a job classification assigned to a higher wage level shall receive an hourly wage equal to the difference between the hourly wage rate for the wage level to which the employee's current job classification is assigned and the hourly wage for the wage level to which the employee's job classification is assigned following the promotion added to the employee's current hourly wage before promotion. **For example, if Wage Level I has a base wage of \$14.00 per hour, and Wage Level II has a base wage of \$16.00 per hour, and the employee's current hourly wage is \$15.00 per hour, the employee's wage after the promotion will be \$17.00 per hour ($\$15.00 - \$14.00 = \$1.00 + \$16.00 = \17.00)**
4. All newly hired employees will be paid a probationary hourly wage of 90% of the hourly wage for the wage level to which such employee's job classifications are assigned.
5. A substitute employee hired by the District not as a permanent employee, but to substitute for an absent employee for ten (10) working days or less in a Wage Level I, II or III job classification, shall receive the \$9.00/hour substitute salary rate. In Wage Level IV, the substitute employee shall earn fifty seven percent (57%) of the hourly wage of the position.
6. A temporary employee hired by the District not as a permanent employee in a vacant or temporary position or working as a temporary for more than ten (10) working days shall be paid 90% of the hourly wage for the wage level to which the temporary employee's job classification is assigned as reflected in the Addendum A. Salary Schedule. Any temporary employee who has been employed by the District for one hundred and twenty (120) **consecutive calendar** days in one job classification shall receive the hourly wage for the wage level to which the temporary employee's job classification is assigned as reflected in the Addendum A. Salary Schedule after completion of the one hundred and twenty (120) day period. The District shall not break service and re-hire prior to the one hundred and twentieth (120th) day in order to avoid payment.

7. Employees who are selected by the School District to train other employees shall receive the following compensation:
- (a) If the training is to occur during the trainer employee's normal regularly scheduled workday the trainer shall be paid at the regular rate as defined in this Addendum.
 - (b) If the training is to occur outside of the trainer employee's normal regularly scheduled work day, the trainer shall be paid the greater of \$19.50 per hour, or one and one-half (1 ½) times the employees regular salary rate as defined in this Addendum.
 - (c) Pre-approved preparation time shall be paid at the rate established in Subsections (a) and (b) above.
 - (d) For ECI Family Support Specialists, if the training is to occur outside the trainer employee's work week, the trainer shall be paid the greater of \$19.50 per hour, or one and one-half (1 ½) times the employees regular salary rate.

Addendum A - BCEA Salary Schedule
July 1, 2015 - June 30, 2017

For the FY2015-2016 school year, all employees will receive an increase of \$.33 per hour per employee.

For the FY2016-2017 school year, all employees will receive a 2% increase per hourly rate.

	<u>2015-2016</u>	<u>2016-2017</u>
<u>Wage Level I</u>	\$14.53	\$14.82
Accountant I		
Family Resource Center Liaison		
Instructional Paraprofessional		
Library Clerk		
Parking Lot Attendant		
Secretary I		
Special Education Bus Assistant		
 <u>Wage Level II</u>	 15.82	 16.14
Accountant II		
Attendance Clerk		
Audiometric Technician		
Audio-Visual Technician		
Community Trainer		
Indian Education Home to School Coordinator		
Mobility Trainer		
Pressman		
Printer Foreman		
Secretary II		
Special Needs Assistant		
Truancy Center Liaison		
 <u>Wage Level III</u>	 17.10	 17.44
Adult Education Nite Owls Coordinator		
Instructional Technician		
Interpreter for the Deaf I		
Library Systems Services Coordinator		
LPN/Assistant		
Medicaid Reimbursement Technician		
Preschool Coordinator		
Registrar		
Secretary III		
Sensory Communication Facilitator		
 <u>Wage Level IV</u>		
Accountant III	18.83	19.21
Accountant IV	19.75	20.15
Audio-Visual/Computer Technician	19.90	20.30
Business Analyst	23.49	23.96
Certified OT Assistant – COTA	19.75	20.15
Computer Engineer	24.87	25.37
Computer Technician	19.90	20.30
Construction Technician	19.90	20.30
Core Technical Engineer	24.87	25.37
ECI Family Support Specialist	19.31	19.70
Electronics Technician	19.90	20.30
Financial Services Assistant I	18.39	18.76
Financial Services Assistant II	18.83	19.21

Information Specialist I	22.19	22.63
Information Specialist II	27.58	28.13
Interpreter for the Deaf II	18.83	19.21
Inventory Controller	18.83	19.21
Licensed Physical Therapy Assistant	19.75	20.15
Network Engineer	34.26	34.95
Network Manager	24.87	25.37
Special Ed. Bus Assistant Supervisor	18.88	19.26
Technology Budgeting and Ordering Manager	25.17	25.67
Testing Technician	18.83	19.21
Truancy Center Manager	23.02	23.48

ADDENDUM B. INSURANCE AND FRINGE BENEFITS

Section 1. The School District shall arrange for participation in the following group insurance program for eligible employees who enroll in the program.

- A.** A Health and Major Medical Insurance Plan.
- B.** A Dental Insurance Plan.
- C.** A \$50,000 Term Life Insurance Plan.
- D.** A group Long-term Disability Insurance Protection Plan for those employees who meet the minimum salary and hourly requirements established by the insurance carrier. To qualify, an employee must normally work more than twenty (20) hours per week.

Section 2. To be eligible to enroll in the health, major medical and dental insurance program, an employee must normally work seventeen (17) or more hours per week and must be on active pay status (not leave status) at the time of enrollment and provide acceptable proof of insurability unless such employee normally works more than twenty (20) hours per week. To be eligible for a District contribution towards the cost of group insurance benefits, an employee must normally work more than twenty (20) hours per week in one job classification or in any combination of job classifications.

Section 3. Insurance shall become effective on the first day of the calendar month following the date of employment.

Section 4. The School District shall contribute an amount equal to the premium rate established of the single employee in Plan C that contains a \$1,000 individual/\$2,000 family deductible with dental coverage for each enrolled employee, who is eligible for a District contribution as provided for above, towards the cost of the group insurance benefits specified herein. Any additional cost shall be borne by the employee and paid through payroll deduction.

Section 5. Each eligible enrolled employee shall choose one of the following coverages for the District's health and dental insurance plan:

- Employee only
- Employee plus spouse or employee plus 1 child
- Employee plus children
- Family (Employee plus spouse plus children)

Section 6. The deductible for the District's health and dental plan will be calculated on a yearly basis commencing July 1 of each year and ending June 30 of the following year.

Section 7. Each employee shall be entitled to choose enhanced insurance benefits offered by the District's group insurance program. The cost of the monthly premium for such enhanced benefits shall be borne by the employee and paid through payroll deduction, unless the cost of the monthly premium for health and dental coverage chosen by the employee pursuant to Section 5 above is less than the District's monthly contribution for health and dental plan benefits for such employee. In such event, the difference between the cost of such coverage and the District's monthly benefits, but any cost in excess of such difference, shall be borne by the employee and paid through payroll deduction.

Section 8. An Insurance Benefits Committee shall be established to review and make recommendations on the District's insurance program. This committee shall be composed of representatives selected from each of the District's employee groups based on a pro rata depending upon total membership. The total size of the committee shall not exceed nine (9) members. The Superintendent may, however, appoint two (2) additional individuals to this committee.

Section 9. For retired and disabled employees:

Subsection 1. An employee who retires from employment with the School District shall be eligible to continue participation in the District group medical-hospitalization plan, to the extent required by and in accordance with state law, but shall pay the entire premium for such insurance commencing either with the date of his/her retirement or, if such employee has completed the school year as of the date of his/her retirement, commencing with the following September 1.

Subsection 2. An employee who is at least age fifty (50) and who has completed at least five (5) years of continuous service in the School District, and who becomes eligible for long-term disability benefits pursuant to the provisions of this Article shall be eligible to continue participation in the School District group medical-hospitalization plan as long as the employee remains eligible for long term-disability benefits, but shall pay the entire premium for such coverage during the period of disability eligibility.

Subsection 3. It is the responsibility of an employee, participating in the group medical-hospitalization plan pursuant to this Section, to make arrangements with the Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

Section 10. The District has established a flexible benefit plan based on Section 125 of the IRS Code to pay eligible non-reimbursable health and dependent care costs. The plan will be administered by a mutually agreeable disinterested third party. Participating employees will pay a fee to administer their individual accounts. Participation will be voluntary. The plan includes provision for employee orientation and education regarding plan use.

Section 11. Any employee who works as a substitute teacher without a break in service from his/her regular position shall continue to accrue all fringe benefits provided by this contract. But no benefits shall be provided if such employee is provided benefits pursuant to a continuing substitute contract.

Section 12. Temporary employees shall not be eligible for the District's insurance program or entitled to insurance program benefits until he or she has been employed for one hundred and 20 (120) continuous calendar days if the conditions specified in Section 2 above are met. The District shall not break service and re-hire prior to the end of the one hundred and twenty (120) day period in order to avoid employee eligibility.

Section 13. The District shall continue the contribution for health insurance benefits for an eligible enrolled employee who (a) sustains a work-related injury or occupational disease during the course of his/her employment with the District; (b) is receiving total disability workers' compensation benefits; and (c) has been granted a medical leave of absence. The contribution for such employee shall continue until the employee returns to work but, in no event, longer than six (6) months subsequent to the injury.

Section 14 ONSITE CARE CLINICS Commencing with the opening of BPS Group Health Insurance Plan sponsored primary care clinics, eliminate primary co-pay with the exception of Routine Well Child Care. Primary care through onsite clinics will be at no additional charge or co-pay to the plan participant. The elimination of the primary care co-pay will sunset in the event the plan sponsored onsite care clinics are no longer operated by the plan. Six (6) hours per year shall be allowed each employee to participate in the onsite care clinics. These hours may be taken in increments no less than one hour, and shall be prorated for permanent employees working less than 35 hours per week.

ADDENDUM C

**GRIEVANCE REPORT FORM
School District No. 2
Billings High School District No. 2
Billings, Montana**

Grievance No: _____

Date: _____

Name: _____

Building or Dept: _____

Job Classification: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant: _____

Date Received by Executive Director of Human Resources: _____

NOTE: Must be presented to Executive Director of Human Resources within time limits set forth in grievance procedure.