

COLLECTIVE BARGAINING AGREEMENT

between

***BOARD OF TRUSTEES
PLAINS SCHOOL DISTRICT NO. 1***

and

PLAINS CLASSIFIED EMPLOYEES ASSOCIATION

SCHOOL YEAR 2023-2024

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION	5
A. Recognition.....	5
B. Definition.....	5
ARTICLE 2: RIGHTS OF THE PARTIES	5
A. Employees:	5
1. Employment Status	5
2. Files	5
3. Payroll Deductions.....	6
4. Appearances Before Employer	6
5. Orientation	6
6. Break Room	6
B. Association:	6
1. Facility Use	6
2. Mail and Posting	6
3. Business	6
4. Condition	6
5. Information	6
6. Fees and Authorization	7
7. Association Leave.....	7
C. District	7
ARTICLE 3: SUPERVISION, ASSIGNMENTS, AND TRANSFERS	7
A. Supervision	7
B. Transfers	8
C. Vacancies.....	8
ARTICLE 4: WORKING HOURS AND DAYS	8
A. Work Day	8
1. Meal Break	8
2. Rest Break.....	8
3. Custodial Shift Change	8
B. Calendar Committee Representation	8
C. Check-out.....	8
D. Job Definitions	9
1. Full Time	9
2. Part-time	9
3. Probationary.....	9
4. Substitute	9
ARTICLE 5: EVALUATIONS	9
A. Responsibility	9
B. Purpose	9
C. Procedure.....	9
1. Frequency	9
2. Observations	9
3. Consultation	9
4. Disagreements.....	10
D. Deficiency.....	10
E. Changes	10
F. Complaints.....	10
G. Other Disciplinary Procedures	10
ARTICLE 6: LEAVE DAYS	10
A. Annual Leave.....	10
1. Credits.....	10

2.	Schedule.....	10
3.	Cash-out.....	11
B.	Bereavement and Emergency Leave.....	11
C.	Sick Leave	11
1.	Rate.....	11
2.	Accumulation.....	11
3.	Use	11
4.	Cash-out.....	11
5.	Bank.....	11
D.	Personal Leave.....	11
E.	Civic Leave.....	12
F.	Duty Leave	12
G.	Other Leaves.....	12
ARTICLE 7: HOLIDAYS		12
A.	School Holidays.....	12
B.	Paid Holidays.....	12
ARTICLE 8: COMPENSATION		12
A.	Wages	12
B.	Pay Periods	12
C.	Overtime	13
D.	Temporary Assignments	13
E.	Insurance.....	13
1.	Contribution.....	13
2.	Indemnification.....	13
3.	Liability Insurance	14
F.	Retirement	14
G.	Mileage Allowance	14
ARTICLE 9: SENIORITY, LAYOFF, AND RECALL		14
A.	Seniority.....	14
1.	Credits.....	14
2.	Posting	14
B.	Reduction in Force.....	14
C.	Recall	15
ARTICLE 10: GRIEVANCE PROCEDURE.....		15
A.	Definition.....	15
B.	Rights to Representation	15
C.	Informal Process	15
D.	Formal Procedure.....	15
E.	Arbitration	16
F.	Form	16
G.	Time Limitations and Waiver.....	16
H.	Election of Remedies and Waiver.....	16
I.	Individual Rights	17
ARTICLE 11: EFFECT OF AGREEMENT		17
A.	Board Policy	17
B.	Individual Contract	17
C.	Savings Clause.....	17
D.	Duplication and Distribution	17
E.	No Strike Clause	17
ARTICLE 12: TERM 17		
A.	Effective Period	17
B.	Renewal and Reopening	17
C.	Dates and Signatures.....	18

APPENDIX A—SALARY SCHEDULE	19
APPENDIX B – GRIEVANCE REPORT	
FORM.....	20

COLLECTIVE BARGAINING AGREEMENT

between
Board of Trustees, Plains School District No. 1
and
Plains Classified Employees Association

AGREEMENT

This Agreement is entered into by and between the Board of Trustees, Plains Public School District No. 1, Sanders County, Plains, Montana, hereinafter called the *Board* or *District*; and the Plains Classified Employees Association (MFPE/NEA), hereinafter called the *Association*.

ARTICLE 1: RECOGNITION

A. Recognition

The Board of Trustees recognizes the Association as the exclusive representative of the employees for the purposes of collective bargaining for those employed in all classified positions, except for those excluded by the Montana Collective Bargaining for Public Employees Act, and excluding all substitute employees, part-time employees working less than five hours per week, temporary employees working less than 30 consecutive working days in the bargaining unit, the Assistant Clerk, Maintenance Supervisor, Lunch Supervisor, and students.

B. Definition

When the term *employee* is used in this Agreement, the word refers only to those who are employed in the bargaining unit.

ARTICLE 2: RIGHTS OF THE PARTIES

A. Employees:

1. Employment Status

Newly hired employees and those rehired after a break in service shall serve a 120 day probationary period during which the District may carry out discipline or discharge with no recourse to the employee or Association available under this Agreement. Nonprobationary employees will be disciplined or discharged only for *just cause*. All employees who have served their probationary periods are deemed to be continuously employed thereafter unless discharged or laid off according to the terms of this Agreement.

2. Files

No derogatory materials shall be placed in an employee's personnel file unless it is signed by the author and unless the employee has had an opportunity to read the material and respond to it. Employees may inspect the contents of their individual personnel files at any reasonable time in the District's offices and may, in writing, authorize others to view such files. Employees may obtain one copy of such contents of their files, with all subsequent copies at the employee's expense.

3. **Payroll Deductions**

The District will deduct from an employee's monthly pay that amount which the employee so authorizes in writing and shall promptly turn such moneys over to that organization or business which the employee designates. Each new authorization is subject to Board approval prior to implementation.

4. **Appearances Before Employer**

An employee shall be entitled to have an Association representative present during any required appearances before the Board or its agents concerning any matter which the employee reasonably believes could adversely affect the employee's employment, position, or compensation. The employee shall be given prior notice of the reason for such a meeting.

5. **Orientation**

Employees will be invited to participate in those portions of District orientation meetings which provide information relevant to their employment, or the district may establish a separate orientation program.

6. **Break Room**

Except in cases of an emergency, the District will continue to provide a room where employees may take meal and rest breaks.

B. **Association:**

1. **Facility Use**

The Association may use school rooms and facilities for meetings and communications, subject to administrative approval to avoid conflict with other scheduled uses. The Association will be responsible for damage to any equipment resulting from its use of same, as well as for the replacement of any materials used.

2. **Mail and Posting**

The Association may post a reasonable amount of materials on bulletin boards normally used for employee notices. The Association may place materials in employee mail boxes, but the District shall not carry such materials between buildings if it would violate postal regulations.

3. **Business**

Representatives of the Association and its affiliates may transact Association business on school property so long as such does not disrupt employees in their assigned duties.

4. **Condition**

The right to exercise the grants contained in 1, 2, and 3 above are contingent upon reasonable availability of the facilities and may be withdrawn by the District if such use involves any activity regarding a work stoppage or slow-down, or political activities other than Local Unit and MFPE/NEA elections. Restrictions on the use of buildings and facilities for political purposes shall not be greater than those imposed on other groups.

5. **Information**

The Board agrees to furnish to the Association upon written request such nonconfidential information as it needs to perform its duties as the exclusive representative. The District may charge a reasonable fee for copying such materials.

6. Fees and Authorization

The Association, as the exclusive representative of all members of the appropriate unit, will represent all such persons fairly. No one shall be required to join the Association, but membership in the Association shall be made available to all who apply, consistent with the Association's constitution and bylaws. No one shall be denied Association membership because of race, creed, color, or sex. The Board agrees to deduct in equal installments from the salaries of each Association member such monies for annual unified membership in the National Education Association, MFPE, and PCEA as said noncertified employees individually authorize the Board to deduct. The MFPE membership form will serve as the recognized authorization. The Association shall certify to the Board the amount of the annual dues and related monies to be deducted after being provided by the Business Manager with employee names, job titles, job locations, and annual salaries. Dues deduction authorizations received by the District during the school year will be prorated over the remaining payments of the employee's current salary.

The District assumes and has no responsibility for the PCEA, the MFPE, and/or the NEA's violation of the employee's rights through the execution of this Section, and such organizations shall defend and hold harmless the Board of Trustees, the District and its administrators from any suit resulting from the execution of any provision of this Section.

7. Association Leave

At the beginning of every school year the Association shall be credited with four days without loss of pay which may be used by employees who are officers or agents of the Association when such request is made to the Superintendent by the Unit President. The Superintendent may deny such leave if the request is received less than 24 hours in advance or if such leave would create an undue burden on the District.

C. District

The District reserves all rights to manage the affairs of the District in accordance with the provisions of statute and regulation, limited only by the terms of this Agreement. Such rights include but are not limited to the right to 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 would be inefficient and nonproductive; maintain the efficiency of government operations, determine the methods, means, job classifications, and personnel by which District operations are to be conducted; take whatever actions may be necessary to carry out the mission of the District in situations of emergency; and establish the methods and processes by which work is performed.

ARTICLE 3: SUPERVISION, ASSIGNMENTS, AND TRANSFERS

A. Supervision

The general supervision of classified personnel shall be the duty of the Superintendent. Under the direction of the Superintendent, the work supervision may be delegated to other employees.

1. Secretarial/Clerical work supervisors will be the administrative staff member to whom the classified employee has been assigned for work purposes.
2. Custodial work supervision and evaluation will be provided by the Maintenance Supervisor. However, principals while not directly responsible for the supervision and evaluation of custodians do have a direct and most significant role to play in their day to day performance. Custodians are, therefore, responsible to the principals for their performance of their duties within the guidelines established by the Maintenance Supervisor and approved by the Superintendent.
3. The Lunchroom Supervisor is responsible for the management of personnel assigned to the lunch program.
4. Paraprofessionals work under the supervision of the school principal.

B. Transfers

Any employee may request a transfer to an open position for which he/she feels he/she is qualified.

C. Vacancies

When a position which the District intends to fill on a full-time basis becomes open, the opening will be posted on those bulletin boards where employee notices are usually posted. During the summer months, for those not employed during the summer, the District will also mail such notices to those who leave stamped, self-addressed envelopes with the District for that purpose. The District reserves the right to hire the employee who is most qualified in the opinion of the District. However, when two or more internal applicants are being considered for a position, seniority will be given consideration. In addition when both internal and external applicants are being considered, internal applicants who are at least as well qualified as external applicants will be given priority unless selection of the internal applicant would create an undue burden on the District.

ARTICLE 4: WORKING HOURS AND DAYS

A. Work Day

Employees will be at the job site by the time established by their supervisor and they shall normally work an eight hour day.

1. Meal Break

During a workday consisting of at least six hours, an employee may normally take a 30 minute unpaid meal break. The employee and his/her immediate supervisor may arrange for the time of such break or alternatives to this provision. The District will continue the current practice with respect to meal breaks for those working less than six hours per day. The district will also continue the practice with respect to providing lunches without charge to certain employees. Should the employee be required to be on duty during a meal period, he/she shall be paid for such time.

2. Rest Break

During each three hours of continuous work, the employee may normally take a 15 minute rest break. The employee and his/her immediate supervisor may arrange for the time of such break(s) or alternatives to this provision.

3. Custodial Shift Change

Custodial workers shall receive 24 hours prior notice of shift changes unless the change is necessary due to inclement weather conditions or emergency situations.

B. Calendar Committee Representation

The school calendar reflects a seasonal employee work year of 167-178 days, of which 167 are pupil instruction days and seven are pupil instruction related days, or an equivalent number of hours. The school year for pupils will begin the Monday before Labor Day. The seniors will graduate on Memorial Day weekend. The board and representatives of the P.T.O. and P.C.E.A. will negotiate the remainder of the calendar in February with the official opening of formal negotiations.

C. Check-out

When a classified employee intends to terminate his/her employment with the District, he/she should give two weeks advance notice to the Superintendent. The employee shall return to the District all District property, including keys, on the date specified by the Superintendent.

D. Job Definitions

Bargaining unit work will be performed by employees in one of the following four categories:

1. Full Time
An employee who works forty or more hours per week
2. Part-time
An employee who works less than 40 hours per week
3. Probationary
An employee during his/her first 120 days of employment
4. Substitute
An employee who is employed to take the place of a regular employee who is temporarily absent or on leave, or to temporarily fill a vacant position while the District is actively engaged in a search for a permanent employee. In no case may a position be occupied by a substitute for more than two calendar months.

ARTICLE 5: EVALUATIONS

A. Responsibility

Evaluations are the responsibility of the supervisor.

B. Purpose

The purposes of the evaluation process is the examination and documentation of an employee's job performance. The resulting documented performance evaluation shall constitute a basis for determining continued employment and shall define areas for improvement if needed.

C. Procedure

1. Frequency

(Evaluations in addition to those listed below may be conducted at the option of the district):

- a. First year employees shall be evaluated once during the first half of the year, and again during the second half, prior to February 15th. For the purposes of this agreement *first year employees* are those who are serving their first year of employment with the District or who have returned after a break in service.
- b. Other employees shall be evaluated once during each year prior to March 1st.

2. Observations

The evaluator shall observe the employee with his/her full knowledge. However, items discovered outside the formal observation(s) may be the subject of a formal evaluation provided such items are explained by the evaluator in the evaluation.

3. Consultation

Promptly after the last formal observation, the evaluator shall execute a formal evaluation form and shall then give a copy of the executed form to the employee subject to the evaluation. Should either the evaluator or the employee desire, a follow-up meeting shall be held.

4. Disagreements

Should the employee disagree with the results of his/her evaluation, he/she may author a rebuttal which shall be attached to and filed with the evaluation.

D. Deficiency

Should the results of a formal evaluation indicate what the District believes to be a serious deficiency in meeting the District's standards, the District shall notify the employee of such deficiency by use of the Deficiency Notice Form. If it is reasonable to assume that such deficiency can be corrected with independent action, the employee will be expected to eliminate the deficiency independently. However, if the deficiency requires additional assistance to the employee in order to be eliminated, the District shall offer a plan of improvement which shall state the deficiency, offer specific assistance, and indicate a date by which elimination of the deficiency must be accomplished.

E. Changes

Modifications to evaluation forms and/or procedure shall be proposed after an agreement by the Association and Administration with the resulting change being recommended to the Board of Trustees.

F. Complaints

Any complaint regarding an employee made by a person which is considered serious enough to be used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee in a timely fashion and the employees shall be given an opportunity to respond to and/or rebut such complaint.

G. Other Disciplinary Procedures

Refer to Board Policy 5027 for other disciplinary procedures.

ARTICLE 6: LEAVE DAYS

A. Annual Leave

1. Credits

Classified employees shall earn vacation leave from the first day of employment which may be accumulated up to twice the annual earned vacation at the following rates:

- a. Full time personnel shall earn paid vacation time per year as follows: From one year to 10 years of employment at the rate of 1 1/4 working days for each month of service;
From ten years to 15 years of employment at the rate of 1 1/2 working days for each month of service;
From fifteen years to 20 years of employment at the rate of 1 3/4 working days for each month of service; and
After 20 years of employment at the rate of two working days for each month of service.
- b. Part time personnel shall earn a prorated amount of vacation. The days earned will be equal to the regular working day established in the employment agreement. Overtime will not be considered in determining earned vacation time. For example, an employee with less than ten years of employment retained under a four hours per day employment agreement will earn 15 four-hour vacation days each year.
- c. Temporary personnel do not earn vacation time unless they work the qualifying period.

2. Schedule

Classified employee vacation time shall be granted by mutual agreement between the employee and the supervisor after considering the best interests of the school and the best interests of the employee. Annual leave may be used for rest, relaxation, or personal business.

3. **Cash-out**

Upon separation from the District annual leave credits will be cashed out at the employee's rate of pay at the time of such cash-out. Cash-out may be forfeited if the cause of termination is for a reason reflecting discredit upon the employee. [2-18-617(2), MCA] Employees who do not work over the summer recess may be paid, at their option, for their unused annual leave at the end of the school year.

B. **Bereavement and Emergency Leave**

Five days of paid leave per year may be used by an employee for emergencies and/or bereavement at the loss of an extended family member or in-law of the same degree of relationship. For loss of others not so defined, employees must use personal leave, annual leave, or leave without pay. Personal leave, annual leave, and/or leave without pay may also be used for emergency purposes before leave is denied, but the District retains the right to deny.

C. **Sick Leave**

For the purposes of this Agreement *sick leave* refers to leave with pay as the result of a personal illness or injury or the same in the employee's immediate family which requires the presence of the employee. *Immediate family* is defined as the employee's spouse, parents, and children through age 18 or through age 25 if full time students. (If further definition is needed, reference is made to the Family and Medical Leave Act.)

Maternity leave includes only continuous absence immediately prior to delivery, absence for delivery, and absence for post-delivery recovery, or continuous absence immediately prior to and in the aftermath of miscarriage or other pregnancy related complications. Such leave shall not exceed six (6) weeks unless prescribed by a physician.

1. **Rate**

Classified personnel employed full time will earn sick leave at the rate of one work day per month. Part time employees will earn sick leave days on a prorated basis of the regular working day established in the employment agreement.

2. **Accumulation**

If an employee does not take the full amount of sick leave allowed in a year, the amount not used shall accumulate from year to year. Such accumulation will be unlimited.

3. **Use**

When an employee returns from sick leave, he/she must report his/her absence on the form established by the District.

4. **Cash-out**

When an employee leaves the employ of the District, he/she shall receive payment for unused sick leave as specified in statute, i.e. 25% of unused sick leave, paid at the current rate of pay. Abuse of sick leave is cause for forfeiting this cash-out.

5. **Bank**

Employees may contribute up to four days of their credited sick leave to an individual who has exhausted all his/her sick leave. The maximum aggregate contribution from the Unit for one employee for one year shall be 30 days.

D. **Personal Leave**

All full time classified employees will be granted five fully paid personal leave days per employment year. Part time personnel will be granted leave time on a prorated basis if they work four hours or more per day. Two days of personal leave may be carried over to a succeeding year allowing seven days of leave. The district will pay

the employee for unused personal leave time at the same rate of pay, up to a maximum of \$75 per day, at the end of the employment year. Employees must notify the business office by May 15th about the disposition of their leave days.

E. Civic Leave

The District will allow employees leave for civic duty as provided by law, such as jury duty or serving as a witness in a legal proceeding.

F. Duty Leave

Duty leave is defined as being absent from the regular place of work for the purposes of: supervising students on any school-sponsored activity; trips or meetings necessary to carry out assigned duties; absences specifically assigned by the employee's supervisor. There are no limits on duty leave, nor will duty absences be held against employees when requesting other leaves.

G. Other Leaves

The District reserves the right to add to the lengths and/or benefits of the leaves established herein and to add leaves in its sole discretion and without creating precedent.

ARTICLE 7: HOLIDAYS

A. School Holidays

The following are school holidays under the provision of statute:

July 4th	Labor Day	Thanksgiving Day
Christmas Day	New Years Day	Memorial Day
Good Friday		

B. Paid Holidays

When these holidays fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall not be a holiday; however, during an employee's period of employment, the employee shall receive a regular day's pay for that holiday. When these holidays fall during the regular work week within the employee's period of employment they shall be paid holidays. Part time personnel are eligible for those holidays falling within their term of employment on a prorated basis.

ARTICLE 8: COMPENSATION

A. Wages

Employees will be paid according to the wage scale attached as Appendix A. Placement on the wage schedule shall be based upon job title and experience. Employees shall receive credit on the wage schedule for each school year of service in the District or major fraction thereof. Employees will move on the schedule each July 1.

B. Pay Periods

Paychecks shall normally be issued on the 5th working day of each month, except in cases of emergency. Each check will normally show a breakdown of from which duty the compensation was credited.

C. Overtime

Employees who work more than forty hours per week will be paid at 1 1/2 times their regular hourly rates for all time over 40 hours. Whenever an employee is called back to work and when such call-out is not contiguous to his/her regular shift, the employee will be paid for a minimum of two hours. All overtime must be assigned in advance by the Superintendent or his/her designee. Custodial employees shall have overtime assigned on a rotating basis beginning with the most senior employee. No employee will be required to suspend work during his/her regular scheduled work to avoid overtime. A schedule modified and announced in writing to the employee at the beginning of his/her work week shall be considered his/her regular scheduled work for the purposes of overtime. At the option of the employee, year round custodial staff can choose to earn compensatory time at a rate of 1 1/2 times the hours worked in excess of 40 hours per week instead of taking overtime pay. Compensatory time must be used within 6 months of the date it is earned. Compensatory time not used within 6 months will be paid at the employee's normal hourly rate.

D. Temporary Assignments

When an employee is temporarily assigned to a lower paid position, the employee shall not experience a reduction in pay. When an employee is temporarily assigned a higher paid position, he/she shall receive the higher rate at the temporarily assigned person's experience step. The opportunity to fill in on a temporary basis for another employee who will be absent for five (5) or more consecutive days or in a temporarily vacant position will be offered to qualified current employees first, based on seniority, before a substitute is hired when such can be done without disrupting the current employee's existing schedule and without requiring the employee to work overtime. All overtime must be approved, in writing, by the Superintendent. When an employee is temporarily assigned to a supervisor's position by the Superintendent, in writing, that employee will receive \$1.00 per hour extra for the time assigned.

E. Insurance

1. Contribution

The District will pay the insurance carrier(s) for the current medical/life insurance plan for employees and dependents a sum equal to that contributed for full time teachers per month which is \$900.00 per month for the 2017-18 school year for each full time (35 or more hours per week) participating employee, and a prorated (versus 35 hours) amount for each employee working an average of 20 or more hours per week, beginning when the employee starts work in the District and continuing until he/she is separated from the District. The monthly district contribution will increase by 5% each year thereafter. If the premium increase is less than 5%, the district will pay the actual dollar increase based on the traditional (RM) plan premium. When an employee resigns effective at the end of the school year, monthly contributions shall continue through the summer months. Any participating employee contributions toward the insurance benefit may be through payroll deduction under a Section 125 plan, at the option of the employee. Participating employees who are married to another participating employee of the District are entitled to the option of separate plan coverage. It is understood by and between the parties that this group insurance plan and District contribution toward the cost of the plan are available as a group benefit to participating employees and their dependents. The employee entitlement is to the insurance benefits offered by participation in the plan and not to any dollar amount.

2. Indemnification

The District is not an insurance carrier and shall not be responsible for payment of any claim or for a carrier's failure to pay any claim. The District's only obligation is to enter into a contract with a carrier and to make such payments to the carrier as called for in this Agreement. The Association hereby agrees to indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability alleging marital status discrimination, including court costs, plaintiff's attorney fees, decision, judgments, orders, interest, and/or penalties that shall arise out of the District's compliance with this section provided that the defense of any such claims, suits, demands, or other forms of liability shall be under the control of the Association and its attorneys, for whom the Association is responsible for all compensation. However, nothing in this section shall be interpreted to

preclude the District from participating in any legal proceedings through representatives of its own choosing and at its own expense.

3. **Liability Insurance**

The District shall, if possible, maintain a liability insurance policy with blanket coverage of all employees.

F. **Retirement**

The District will be a participating employer in the Montana Public Employees and Teachers Retirement Systems and all employees who meet the requirements for membership will be members of either PERS or TRS. The Board shall make available a District aggregate total of no more than six tax-deferred annuities through payroll deduction.

G. **Mileage Allowance**

Employees required by the District in the course of their work to drive personal vehicles shall receive a car allowance equal to that allowed by law. [2-18-503, MCA]

ARTICLE 9: SENIORITY, LAYOFF, AND RECALL

A. **Seniority**

1. **Credits**

An employee's seniority consists of all years worked in positions within the bargaining unit since the last date of hire. Those working 0-4 hours for 140 days in any fiscal year will be credited with ½ year of seniority in the job area worked. Those working more than 4 hours for 140 days in any fiscal year will be credited with one year seniority in the job area worked. Those working less than 140 days shall receive a prorated amount of credit. Seniority will be broken and lost in the event the employee resigns or is terminated. The seniority credited to employees before the 2000-01 contract will not be changed.

2. **Posting**

Each year during the month of January, the District shall post a seniority roster on all bulletin boards used for employee notices and shall also send a copy to the Association. The seniority roster shall list the following in descending order of seniority:

- a. Employee's Name
- b. Current Position
- c. Total years since last date of hire
- d. Date of the posting

3. Employees who disagree with any information given on the seniority roster shall have 30 calendar days from the date on the first posting containing such data to notify the District in writing of his/her disagreement. The grievance procedure contained herein shall be used to resolve all such disputes. Any item not disputed in this manner shall be deemed correct from that time on.

4. Should there be a tie in seniority the employees shall draw lots to determine who shall be recognized as having more seniority.

B. **Reduction in Force**

1. Should the Board decide to reduce the number of bargaining unit positions, the District shall give at least 30 calendar days advance notice should the layoff be effective at the end of the school year. In the event of layoff during the school year at least 30 calendar days advance notice shall be given except in cases of sudden and/or unexpected circumstances such as failure to secure funding, school closure, etc.

The least senior employee in the job area being reduced shall be laid off unless he/she is the only employee available with the necessary qualifications for a remaining position. *At the date of ratification of this Agreement there were no Unit positions qualifying for the exemption to the least seniority rule in the previous sentence.* For the purposes of this Agreement *job areas* shall be:

Custodial/Maintenance	Food Service	Secretarial/Clerical
Paraprofessional	Nurse	Accompanist

2. Employees placed on layoff status shall retain such status for a period of two years from the date he/she was placed on such status, at which time the employee shall be deemed terminated.
3. A senior employee whose position in a job area is being eliminated has the right to “bump” a less senior employee in the same job area, or any area in which the laid off employee has seniority through previous work experience in the district. As an alternative to exercising the “bumping” rights, the employee can choose to have the district pay the health insurance premiums for the two “on call” years at the rate as though he/she were actively employed.

C. Recall

1. Employees on layoff status shall be recalled to open positions in the job area in which such employee worked for at least six months and from which the employee was not transferred for disciplinary reasons, with the most senior such employee being recalled first.
2. Employees shall be given notice of recall by return receipt letter, and shall have 20 calendar days to return to work. This deadline will be extended by the District if the employee is temporarily unable to report to work due to illness or injury.
3. Employees failing to return to work within the deadline shall be deemed terminated.

ARTICLE 10: GRIEVANCE PROCEDURE

A. Definition

A *grievance* is defined as an alleged violation of any of the express provisions of this Agreement. Either an individual, a group of individuals, or the Association may file a grievance. *Working days* is defined as Monday through Friday excluding only school holidays and recesses during the school year.

B. Rights to Representation

An Association representative is entitled to be present at any formal step of this grievance procedure. The Board is entitled to be represented by anyone designated by the Board.

C. Informal Process

Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied informally provided that the remedy is consistent with the terms of this Agreement.

D. Formal Procedure

1. Step One In order to be valid, a grievance must be presented within 15 working days of the event which gave rise to the grievance. If a member of the bargaining unit is unable to work out the problem with the immediate supervisor, the employee will reduce the grievance to writing. The written grievance shall be presented to the Superintendent for his/her consideration. After the grievance is presented, the Superintendent shall have five working days to respond in writing to the grievant.

2. Step Two: If the grievant is not satisfied with the response of the Superintendent at Step One, he/she shall have five working days from the receipt of such written response to notify the Board in writing of a desire to move the grievance to Step Two. After such written notification is received by the Board, the Board shall establish a time within 30 days to hear the grievance. The response by the Board will be provided to the grievant within ten days from the date of the hearing.

E. Arbitration

If, within 10 working days after the receipt of the Board's decision at Step Two, the grievance response by the Board is not acceptable to the Association, the matter may be referred by the Association to final and binding arbitration in the following manner:

1. Within ten working days of receipt of the Board's response at Step Two, the Association will notify the Board of its intent to submit the grievance to arbitration.
2. If such notice is given, the Association will submit a request to the Montana Board of Personnel Appeals for a list of seven qualified arbitrators, all of whom will be members of the American Arbitration Association and/or the Federal Mediation and Conciliation Service.
3. By mutual agreement, a hearing may be avoided and the parties shall brief the issue to the arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement or by the arbitrator if the parties cannot agree. When a hearing is held, the arbitrator selected will issue a written decision within 30 days from the close of the hearing. The arbitrator may issue an immediate decision to the parties with his or her written decision to follow.
4. The parties shall equally pay the expenses and charges of the arbitrator. The parties shall each pay their own costs for presenting their respective cases. The parties may be represented during the arbitration process by representatives of their choice.
5. The arbitrator shall have no authority to modify, add to, or subtract from the terms of this Agreement. This arbitration provision is for grievance arbitration and there shall be no interest arbitration. If any question of arbitrability arises, such question shall be ruled upon by the arbitrator selected to hear the grievance.

F. Form

All grievances must be submitted, answered, and appealed on the Grievance Report Form attached as Appendix B.

G. Time Limitations and Waiver

Grievances must be filed and advanced in accordance with the time limitations contained herein. If the time limitations are not complied with by the grievant, the right to pursue the grievance further is immediately waived. If the time limitations are not complied with by the District, the grievance will be deemed automatically elevated to the next step. Time limitations may be waived or extended only by mutual written agreement by the parties.

H. Election of Remedies and Waiver

If any suit, complaint, or action is filed before any court, agency, or any other tribunal, the same issue of which would constitute a grievance under the terms of this Agreement, the right to file a grievance, or to pursue it further if such grievance is already pending in the grievance procedure, shall be immediately waived.

I. Individual Rights

The grievant and his/her representative will be released from normal duties, without loss of pay, to attend meetings required to process a grievance up to the point that the grievance is noticed for arbitration.

ARTICLE 11: EFFECT OF AGREEMENT

A. Board Policy

This Agreement constitutes Board Policy and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy. This Agreement constitutes the full and complete agreement between the District and the Association on all bargainable matters. This Agreement supersedes any prior agreement, rules, or practices concerning the terms and conditions of employment in so far as they may be in conflict with this agreement.

B. Individual Contract

Any individual employment agreement between the Board and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual agreement contains any language inconsistent with this Agreement, this Agreement will be controlling.

C. Savings Clause

If any provision of this Agreement or any application thereof is finally held to be illegal, then such provision or application shall be deemed invalid to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. At the request of either party negotiations shall immediately begin in order to modify or replace the invalid provisions according to the intent of the parties.

D. Duplication and Distribution

Copies of this Agreement shall be printed by the Board within 30 days after the Agreement is signed. Copies shall be presented to all employees. The Association shall be provided with five copies of this Agreement.

E. No Strike Clause

The Board and the Association agree that all differences between them over this Agreement shall be resolved according to the orderly procedures provided herein, and, therefore, during the term of this Agreement the Board will not lock out employees and the Association will not engage in a strike, slow down, or other concerted action designed to reduce work normally performed by employees.

ARTICLE 12: TERM

A. Effective Period

This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2023.

B. Renewal and Reopening

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party not later than 90 days prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

C. **Dates and Signatures**

Executed this 15th day of May, 2023

For: **BOARD OF TRUSTEES**
 PLAINS SCHOOL DISTRICT No 1

_____Board Chair

_____District Clerk

For: **PLAINS CLASSIFIED EMPLOYEES ASSOCIATION, MFPE**

_____Unit President

_____Unit Secretary

APPENDIX A—SALARY SCHEDULE

PLAINS PUBLIC SCHOOLS CLASSIFIED EMPLOYEES SALARY SCHEDULE 2023-2024

<i>Fiscal Year</i>	23-24	22-23	21-22	20-21	19-20	18-19	17-18	13-17	09-13	05-09	00-05	Before 7/00
<i>POSITION</i>	START	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8-11th Yr	12-15th Yr	16-19th Yr	20-24th Yr	25th & On
<i>Custodian</i>	\$ 12.48	\$ 13.01	\$ 13.53	\$ 14.05	\$ 14.58	\$ 15.10	\$ 15.63	\$ 16.15	\$ 16.67	\$ 17.20	\$ 17.72	\$ 18.22
<i>Secretary</i>	\$ 13.96	\$ 14.48	\$ 15.00	\$ 15.53	\$ 16.05	\$ 16.58	\$ 17.10	\$ 17.62	\$ 18.15	\$ 18.67	\$ 19.20	\$ 19.70
<i>Paraprofessional</i>	\$ 12.46	\$ 12.99	\$ 13.51	\$ 14.04	\$ 14.56	\$ 15.08	\$ 15.61	\$ 16.13	\$ 16.66	\$ 17.18	\$ 17.70	\$ 18.20
<i>Nurse</i>	\$ 21.72	\$ 22.25	\$ 22.77	\$ 23.30	\$ 23.82	\$ 24.34	\$ 24.87	\$ 25.39	\$ 25.92	\$ 26.44	\$ 26.96	\$ 27.46
<i>Assistant Cook</i>	\$ 12.26	\$ 12.80	\$ 13.33	\$ 13.87	\$ 14.41	\$ 14.95	\$ 15.48	\$ 16.02	\$ 16.56	\$ 17.10	\$ 17.64	\$ 18.14
<i>Cooks Helper</i>	\$ 11.20	\$ 11.74	\$ 12.28	\$ 12.82	\$ 13.35	\$ 13.89	\$ 14.43	\$ 14.97	\$ 15.50	\$ 16.04	\$ 16.58	\$ 17.08
<i>Dishwasher</i>	\$ 10.94	\$ 11.48	\$ 12.02	\$ 12.56	\$ 13.09	\$ 13.63	\$ 14.17	\$ 14.71	\$ 15.24	\$ 15.78	\$ 16.32	\$ 16.82
<i>Server</i>	\$ 10.72	\$ 11.26	\$ 11.80	\$ 12.34	\$ 12.87	\$ 13.41	\$ 13.95	\$ 14.49	\$ 15.02	\$ 15.56	\$ 16.10	\$ 16.60

Custodians who have a boiler's license will earn 25 cents per hour in addition to his/her base wage.

One designated custodian having added duties will receive an additional \$1.25 per hour, provided the person can demonstrate a substantial background in electrical, plumbing, and heating maintenance.

An additional \$1.25 per hour will be paid to the paraprofessional for each hour spent with a student whose behavior requires the knowledge of the MANDT system of behavior modification.

An additional \$1.25 per hour will be paid to a staff member who works with a student who requires full time one on one assistance for their safety and the safety of others in the area of dressing, grooming, toileting, eating, and exercise (as defined under Section 2.9 – Personal Care Paraprofessional Services of the current School-Based Services Handbook issued by the Montana Department of Public Health & Human Services) contingent upon Medicaid payment.

APPENDIX B: GRIEVANCE REPORT FORM

Grievant: _____ Date of Grievance: _____

— Statement of Grievance:

A. _____

Contract provision violated: _____

B. _____

Contract provision violated: _____

C. _____

Contract provision violated: _____

(Use additional sheets if necessary)

ACTION OR RELIEF REQUESTED: (A, B, & C correspond to same above)

A. _____

_____ Date given to SUPERVISOR: _____

Grievant's Signature

SUPERVISOR'S RESPONSE:

Supervisor's Signature _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

GRIEVANT's signature: _____ Date given to Superintendent: _____

SUPERINTENDENT'S RESPONSE:

Superintendent's Signature _____ Date to Grievant _____

GRIEVANT'S RESPONSE:

Grievant's Signature _____ Date given to District Clerk _____

BOARD'S RESPONSE:

Board Chair's Signature _____ Date given to Grievant _____

DISPOSITION OF GRIEVANCE:

Settled: ☐ Principal ☐ Superintendent ☐ Board ☐ Arbitration

SETTLEMENT: _____
