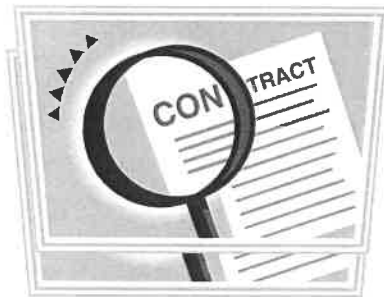


# COLLECTIVE BARGAINING AGREEMENT

*between*  
DARBY SCHOOL  
DISTRICT No. 9  
*and*  
DARBY SUPPORT STAFF  
UNION



School Years 2021-2023

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**COLLECTIVE BARGAINING AGREEMENT**  
*between*  
**DARBY SCHOOL DISTRICT No. 9**  
*and*  
**DARBY SUPPORT STAFF UNION**

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This Agreement is entered into between School District No. 9, Darby, Montana (hereinafter referred to as the School District), and the Darby Support Staff Union, Local 4695 of the MFPE, NEA, AFT, AFL-CIO (hereinafter referred to as the Union), pursuant to and in compliance with the Montana Public Employees Collective Bargaining Law, Title 39, Chapter 31, Montana Code Annotated, as is amended (hereinafter referred to as the Act), to provide the terms and conditions of employment for support staff with respect to wages, hours and fringe benefits and other conditions of employment. The District and the Union hereby agree as follows:

**ARTICLE 1 - RECOGNITION & SCOPE**

- 1.1 In accordance with the Act, the School District recognizes the Darby Federated Support Staff, Local 4695, MFPE, as the Exclusive Representative of the support staff employed by the School District. The Union shall have those rights and duties as prescribed by the Act, or as described in this Agreement.
- 1.2 The parties recognize that all positions certified by the Board of Personnel Appeals, except short-term, temporary employees, substitutes and the Kitchen Supervisor, shall be covered by this Unit, and all other employees shall be excluded. In the event a new position is created and the Union believes such should be covered by this Agreement, the parties shall meet at reasonable times to discuss such an inclusion.
- 1.3 It is understood that the Employer is engaged in furnishing an essential public service which vitally affects the general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.
- 1.4 It is understood that all working conditions not specifically covered by this Agreement shall be left to the sole discretion of the District.
- 1.5 All employees shall be considered probationary for the first 1,440 hours of employment, but not to exceed one calendar year of continuous employment.

**ARTICLE 2 - DEFINITIONS**

- 2.1 For the purpose of this Agreement, the following definitions apply:
  - A. "District" shall mean School District No. 9, Darby, Montana, and its designees.
  - B. "Union" shall mean the Darby Support Staff Union, Local 4695, MFPE, NEA, AFT, AFL-CIO.

- C. "Full-time employee" means an employee who normally works 40 hours a week.
- D. "Part-time employee" means an employee who normally works less than 40 hours a week.
- E. "Temporary employee" means an employee assigned to a position designated as temporary, created for a definite period of time not to exceed six months.
- F. "Substitute" means an individual who performs duties while a regular employee is absent, or while the District attempts to hire an employee for a new or vacant position.
- G. "Short-term" means an employee hired on a temporary basis for 90 calendar days or less to substitute for a regular employee who is temporarily absent or on leave, to temporarily fill a position while seeking a permanent employee, and/or for a special project. The use of a short-term employee will not reduce or eliminate any bargaining unit position. Bargaining unit members shall be given preference for the work to be performed by a short-term employee when such does not result in overtime and does not interfere with the employee's regular duties.
- H. "Day", unless otherwise stated, shall mean an eight hour work day.
- I. "Week", unless otherwise stated, shall mean a 40 hour work week.
- J. "Year", unless otherwise stated, shall mean a 2,080 hour work year.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that the Board has the right to manage and conduct the operations of the School District within its legal limitations and powers. The exercise of the foregoing powers and duties of the Board, the adoption of policies, rules and regulations and furtherance therewith shall be limited only by the specific and express terms of this Agreement and applicable laws of the State of Montana and the United States of America.
- 3.2 The parties recognize that all support staff covered by this Agreement shall perform their respective jobs. The parties also recognize the right, obligation and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives and orders that are not inconsistent with the terms of this Agreement.

### **ARTICLE 4 - UNION RIGHTS**

- 4.1 Union Security
  - A. The board agrees to deduct in equal installments from the salary of each Union member who has given the Board written authorization the amount of annual membership dues, fees, and other monies and will remit same to the treasurer of the Union within 10 days following the deduction. The Union's membership application form will serve as the recognized authorization form. The Union shall certify to the Board the amount of the annual dues and related monies to be deducted. Dues deduction authorizations received by the Board during the school year will be prorated over the remaining payments of the employee's current salary.

- B. The Union as exclusive representative of all employees will represent such persons fairly, whether members or not. Membership shall be made available to all who apply, consistent with the Union Constitution and policies. For purposes of representation, each employee who is not an Union member shall pay to the Union an amount no greater than the annual unified membership dues as a condition of employment, the actual amount to be determined by the union consistent with applicable law. Each individual offer of employment will require a written authorization for payroll deduction of membership dues by the employee or prospective employee. Such deductions will be handled in the same manner as dues deductions.

#### 4.2 Other Legal Deductions

The Board agrees to make other legal deductions for, including but not limited to, social security, employee's retirement, and state and federal withholding taxes, and upon written authorization from the employee, the Board shall deduct from the salary of employees the amount of the appropriate remittance for financial institutions, annuities, and any other programs approved by the Union and the Board.

### **ARTICLE 5 - WAGES & HOURS OF WORK**

- 5.1 Wage Rates: The minimum wage to be maintained by the parties hereto during the term of this Agreement shall be set forth in Appendix A, attached hereto which, by this reference, is made a part hereof.
- 5.2 A. Employees working six or more hours shall be entitled to two fifteen minute rest periods during their work day as their duties dictate. Employees working from four to less than six hours shall be entitled to one fifteen minute break during their work day as their duties dictate. This time is noncumulative from break to break.
- B. Rest periods shall be on paid time. The rest period interval shall cover the time from stopping work to returning thereto. No employee shall take more than such rest periods. Any abuse of such rest period time shall be subject to disciplinary action or discharge in accordance with just cause.
- C. If an employee is scheduled to work two or more hours of overtime beyond the end of his/her regular straight time shift, he/she shall be given an additional ten minute rest period at the end of his/her regular straight time shift.
- 5.3 Overtime compensation shall be granted to employees who work over forty hours a week at the rate of 1½ their regular hourly pay.
- 5.4 Rates of pay:
- A. Multiple Positions: Employees working in more than one position will be paid at the rate of the classification actually worked, for the hours actually worked in that position.
- B. Downward Movement: When an employee is temporarily moved to a lower paid position at the District's volition for purposes other than discipline, the employee shall not suffer a

loss of pay. When an employee is permanently assigned to a lower paid position, the employee shall be paid at the new rate of pay.

- C. Upward Movement: When an employee is temporarily moved to a higher paid position at the District's volition, the employee shall be paid at the higher rate for all hours after the first eight hours worked during each such assignment. When an employee is permanently assigned to a higher paid position, the employee shall receive the higher rate of pay at the time the assignment becomes effective.
- D. Placement: An employee being permanently assigned to a lower paid position, and an employee being temporarily assigned to a higher paid position, will maintain their placement in the "hours" column. An employee being permanently assigned to a higher paid position shall maintain their placement in the "hours" column, or be placed in a higher "hours" column, whichever results in an increase of not less than 5.0%.

- 5.5 Nothing in this Agreement guarantees the number of hours to be worked to any employee.
- 5.6 No employee shall be required to attend meetings outside of regularly scheduled work hours unless compensated at their regular rate of pay. Meetings scheduled during regular working hours shall not require employees to perform a full workload in a reduced time.
- 5.7 Extra hours worked, not to exceed forty hours per week, shall count toward computation of all hourly based benefits.
- 5.8 Employees shall be paid on the 20<sup>th</sup> of each month. If the 20<sup>th</sup> is on a Saturday, Sunday or State or Federal Holiday, the employees' checks will be issued the last weekday preceding the 20<sup>th</sup>. Upon request from an employee, the District shall forward paychecks directly to the employee's bank for deposit.
- 5.9 Whenever the District requires an employee to drive his/her private vehicle as part of his/her duties, such employee shall receive a mileage allowance in accordance with 2-18-503, M.C.A.
- 5.10 All employees working less than 12 months shall be notified at least 45 days prior to the date they should report for work and their expected final working day for the school year. The employee shall reply in writing to the District within 30 days prior to the starting date and state his or her intent to return to work. Employees who do not respond within 30 days will be presumed to have resigned their position. Employees resigning during the regularly scheduled work year will provide two week notice of the intention to sever employment with the District.
- 5.11 There shall be no "free" or "time-off-the-clock" work practices. Any employee found by the District to be engaging in such unauthorized practice shall be subject to discipline, which may include termination. The time clock will be set for the actual check-in and check-out time, not at six minute intervals. No employee will work more or less than the contracted time without written approval of the Administration. No employee will be assigned to work unassigned duties outside of the contracted hours without additional pay or compensated time off.
- 5.12 Reimbursements shall be made only by receipt and shall include mileage per statute, the actual cost of lodging not to exceed the federal rate, or state rate if higher, and meals as follows if the employee is required to stay overnight:

Breakfast = \$8.00

Lunch = \$10.00

Dinner = \$15.00

The employee may combine the cost of two connected meals to equal one, as long as he/she is on leave during each meal period which is to be combined.

## **ARTICLE 6 - JOB DESCRIPTIONS**

- 6.1 The District will develop and update job descriptions for each job as necessary.
- 6.2 An employee shall receive a copy of his/her current position description or job description.

## **ARTICLE 7 - SENIORITY, TRANSFER & PROMOTION**

- 7.1 Definitions:
  - A. Classification: A "classification" is a group of positions, as is itemized in Addendum A.
  - B. Position: A "position" is a specific group with various job descriptions within a classification.
  - C. Job: A job is your specific placement, according to job description, in a position within a classification.
- 7.2 During the probationary period, employees will not be considered for seniority, may be laid off without notice or reason, and not be entitled to recall rights.
- 7.3 Seniority:
  - A. Calculation: Seniority means the length of an employee's continuous, uninterrupted employment with the District since the employee's last date of hire. Excused days off, including seasonal breaks, shall count toward seniority, but any day spent on an unpaid leave of absence after the initial 30 days shall not. The number of calendar days of unpaid leave over 30 days will be deducted from the original date of hire. If two or more employees have the same amount of seniority, the time shall be broken by lot.
  - B. Loss: An employee shall lose all seniority due to a resignation, discharge for just cause, being on layoff status for in excess of 90 calendar days, being on a leave of absence for in excess of 12 months, or a failure to properly report after a recall.
  - C. Roster: The District shall provide a seniority list to the Union not later than 45 calendar days after the first day of school. Unless appealed in accordance with the procedures of the contractual grievance procedure, data on such list shall be deemed correct from the point of publication forward.
- 7.3 Layoff: When the District decides to initiate a layoff, the employee with the least seniority as defined in 7.2(A), in the affected position within a classification as specified in Addendum A, shall be laid off first unless such employee is the sole possessor of knowledge, skills and abilities or certification which is still required in which case the next least senior employee shall be laid off. An employee shall be deemed on layoff status for the first 90 calendar days after the date layoff begins.

#### 7.4 Recall:

- A. Recall rights: An employee on layoff shall be recalled to his/her previous position when a job in the position becomes available. The District shall notify an employee on layoff status of his or her recall by certified, return-receipt mail, to the address last given to the District by the employee. Unless otherwise agreed by the District and employee, an employee recalled must report for work not later than ten calendar days from the mailing of the recall notice.
- B. Other position: Any employee on layoff shall be interviewed for any open position in the bargaining unit for which the District deems the employee minimally qualified, if the employee on layoff status applies for such position.

#### 7.5 Transfers:

- A. Involuntary Transfer: The District may transfer an employee to any job within a position when the District determines it is in the best interests of the District.
- B. Voluntary Transfer: Employees may request a transfer to an open position. When considering two or more bargaining unit applicants with the same qualifications, the District shall award the position to the most senior applicant.

- 7.6 Rehire: An employee not subject to recall who is rehired into the same classification he or she held upon separation, shall be placed on the wage schedule at the same step he or she held at the time of separation, but not to exceed recognition for five years of previous employment.

### ARTICLE 8 - JOB POSTING

- 8.1 With the exception of a temporary special project lasting no longer than six months, when a new permanent, or temporary position is created or a vacancy occurs in an existing position which the District intends to fill by other than recall or transfer, the District shall prepare and post in each building a Notice of Vacancy for three consecutive work days in-house, unless the District gets a waiver from the union. If the job is not filled, then it will be posted outside the district. The Notice of Vacancy shall include the following information:
- A. assigned hours of work;
  - B. job title;
  - C. wage;
  - D. duties and responsibilities;
  - E. interview days;
  - F. application deadline.
- 8.2 In the event positions become vacant during times when employees are not scheduled to work (i.e.: summer), the District will notify the Union and/or its officers of these vacancies.



## ARTICLE 9 - GRIEVANCES

- 9.1 A "grievance" shall mean a complaint, in writing, by an employee that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. However, when the issue is an alleged violation of a statute or regulation which provides a complaint procedure, it is that procedure which shall be used instead of this grievance procedure.
- 9.2 As read in this Article, the term "employee" shall mean: an individual, a group of employees having the same grievance, or the Darby Support Staff Union, Local No. 4695, MFPE, NEA, AFT, AFL-CIO.
- 9.3 Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and the specific provision of the Agreement allegedly violated, and the particular relief sought within twenty calendar days after the date of the event giving rise to the grievance or from the date when the employee should have gained knowledge. Failure to file any grievance within such a period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.
- 9.4 The grievance procedure shall be as follows:
- Step 1. An employee and the Union Grievance Committee chair (if the employee so desires) shall first discuss the problem with the supervisor, and must submit the grievance in writing in accordance with 9.3. In no instance shall these discussions continue longer than seven calendar days.
  - Step 2. If the matter remains unresolved after the discussion with the supervisor, the employee will submit the grievance in writing to the Superintendent, no later than 20 calendar days after the date of the event giving rise to the grievance or from the date when the employee should have gained knowledge. The Superintendent may request a meeting with the employee and the Grievance Committee chair prior to making his/her decision, but in any event, must render his/her decision in writing with copies to the employee and the Union not later than 15 business days of written submission to him/her by the employee.
  - Step 3. In the event a grievance shall not have been settled under step 2, the employee, with the assistance of the Grievance Committee Chair, shall submit the grievance to the District Clerk in writing not later than five school days from receipt of the Superintendent's response. The Clerk shall present the grievance to the Board Chair, who will schedule the grievance for the next regular meeting or call a special meeting. The employee will be notified of the Board's decision not later than ten calendar days after the decision.
  - Step 4. Arbitration: If, not later than five business days after the receipt of the Board's decision at step three, the grievance response by the Board is not acceptable to the Union, the matter may be referred by the Union to final and binding arbitration in the following manner:
    - 1. Not later than five business days of receipt of the Board's response at step three, the Union will notify the Board of its intent to submit the grievance to arbitration.

2. If such notice is given, the parties will submit a request to the Montana Board of Personnel Appeals for a list of seven qualified arbitrators, all of who 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 matter 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 not later than 30 calendar 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.
- 9.5 Nothing in this Article precludes the parties from attempting to settle a grievance at any time within the time limits of this Article.
- 9.6 Form: All grievances must be submitted, answered and appealed on the Grievance Report Form, attached as Appendix B.
- 9.7 Time Limitations & 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 time limits 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.
- 9.8 Election of Remedy & Waiver: In accordance with 39-31-306(5), after a grievance has been submitted to arbitration, the employee and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.
- 9.9 No Strike Clause: The Board and the Union agree that all differences between them over this Agreement shall be resolved by the orderly procedures provided herein and, therefore, during the term of this Agreement, the Board will not lock out employees and the Union will not engage in a strike, slow down, or other concerted action designed to reduce work normally performed by employees.

## **ARTICLE 10 - LEAVE OF ABSENCE**

- 10.1 Employees shall be entitled to apply for a leave of absence, which shall be granted in the sole discretion of the Board of Trustees. The leave would only be considered if it benefits the employee and Darby School District #9. The deadline for applying for this leave shall be March 1 of the school year prior to the leave. This leave shall be taken for no more than one full academic year. Leave may be taken for less than an academic year. Up to one year of leave accumulated is allowed any one employee. During one school year, there shall be no more than two employees taking leave of absence. This section may be waived by the Board if it deems it appropriate to grant long-term emergency leave. The employee taking the leave shall receive no compensation or benefits from the District. The employee shall not lose seniority, position on the salary schedule, or any other accrued rights while on a leave of absence.
- 10.2 Leaves of absence shall be requested in writing, whenever possible. Verbal requests shall be honored if extenuating circumstances prevent application in writing. However, the verbal request must be followed up by a completed request form at the earliest time possible. All leaves of absence shall state the reason, date the leave is to begin, and the expected date of return to work.
- 10.3 If the leave is taken for reasons related to the employee's ability to perform the essential function of the employee's position, the employee must be qualified to resume the employee's essential functions upon return to work. A doctor's certificate verifying that the employee is able to perform the essential functions of the position may be required.
- 10.4 Employees who wish to return to work earlier or later than the expected date of return shall notify the District no later than 30 days prior to their expected date of return. The employee shall be returned to the job previously held, or a job comparable with regard to rate of pay.
- 10.5 When an individual is hired to replace a regular employee who is on an approved leave, and when, without a break in service with the District the replacement is then hired as a regular employee, his/her seniority, rights and benefits (except insurance) shall be deemed to have started from the date uninterrupted service began.
- 10.6 Insurance application: An employee on leave pursuant to this Article is eligible to continue to participate in the group insurance program if permitted under the insurance policy provisions. The employee shall pay the entire premium for such insurance commencing with the beginning of the leave, and shall pay to the District the monthly premium in advance.
- 10.7 Nothing in this Article shall preclude the District from extending benefits to an employee at the discretion of the District.

## **ARTICLE 11 - PERSONAL LEAVE**

- 11.1 An employee shall be granted up to two days of personal leave with pay per year. This time shall be deducted from accumulated sick leave.
- 11.2 Pay for this leave shall be prorated on the employee's daily average of the two regularly scheduled weeks preceding this leave.

- 11.3 During the first and last week of school, and the day preceding Christmas vacation, an employee may be granted this leave only with the consent of the District.

## **ARTICLE 12 - SICK LEAVE**

- 12.1 Sick leave shall be granted in accordance with Montana statutes, and shall be defined as a leave of absence with pay for a sickness suffered by an employee or his/her immediately family. "Immediate family" shall include an employee's spouse, children, and other relatives of the first degree. Sick leave benefits will be paid only with respect to a work day on which the employee would have otherwise worked, and not apply to an employee's scheduled day off, holidays, vacations or other day on which the employee would not have worked. An employee qualifies for an amount of sick leave commensurate with the hours he/she was scheduled to work. Such days shall not be considered working days. Sick leave donation protocol and forms will be developed by the district and the union.
- 12.2 An employee who has at least 50 hours of available sick leave credits may, using the proper District form, voluntarily donate not more than half of his or her accumulated sick leave to another employee who has exhausted all of his or her available personal sick leave credits. Donated leave will be used in order of the date donated and a drawing will determine the order of usage when donations are made on the same date. Any unused donated time will be returned to the donor. The employee receiving the donated hours shall be able to draw the amount that they would ordinarily receive in hours and wages worked in the period preceding their use of the sick leave bank. Sick leave donation protocol and forms will be developed by the district and union.
- 12.3 Leave Notice and Verification: An employee will notify the District of the need for leave as soon as is reasonably possible, including when an employee becomes ill while on annual leave. The District may require an employee to produce verification of the need for sick leave and shall reimburse the employee for the cost of the certificate not paid by insurance. Misuse of leaves may result in discipline or discharge, and the loss of cash-out benefits per Montana statutes.
- 12.4 Leave without pay is not available for employees who have accumulated vacation leave available to them.

## **ARTICLE 13 – FAMILY MEDICAL LEAVE ACT**

- 13.1 The provisions of the Family and Medical Leave Act shall apply when an employee is absent due to a condition which qualifies under the Act, and an employee's accumulated sick leave credits will be used during such leave.

## **ARTICLE 14 - EMERGENCY LEAVE**

- 14.1 Up to 30 calendar days of emergency leave may be granted an employee upon request. This shall be without pay.
- 14.2 An employee must have been employed by the District for a minimum of 90 days before a request for this leave shall be honored.

- 14.3 Nothing in this Article shall preclude the District from extending benefits to an employee at the discretion of the District.

### **ARTICLE 15 - BEREAVEMENT LEAVE**

- 15.1 In case of death of an employee's spouse, parent, grandparent, brother, sister, children, grandchild, and the same relations of the employee's spouse in like degree, the District will grant a bereavement leave with pay up to three days at the employee's current rate of pay. Extra days with or without pay may be granted by the District if it determines that conditions warrant this additional time. Bereavement leave time is noncumulative.
- 15.2 Pay for this leave shall be prorated on the employee's daily average of the two regularly scheduled weeks preceding this leave.
- 15.3 An employee must have been employed by the District for a minimum of 90 calendar days before a request for this leave shall be honored.
- 15.4 Payment for this leave will be paid only with respect to a work day on which the employee would have otherwise worked and will not apply to an employee's scheduled day off, holidays, vacations, or other day on which the employee would not have worked. Scheduled days off will not be changed to avoid payment for this leave.

### **ARTICLE 16 - VACATION LEAVE**

- 16.1 Vacation leave shall be granted in accordance with Montana statutes, and shall mean a leave of absence with pay for the purpose of rest, relaxation, or personal business at the request of the employee and with the concurrence of the District. Employees shall be given an annual written accounting of accumulated vacation leave days on their computer written check stubs. Seniority will be used to decide who will be entitled to a vacation leave when more than one request is made from employees who have the same job description.
- 16.2 Leave without pay is not available for employees who have accumulated vacation leave available to them.

### **ARTICLE 17 - HOLIDAYS**

- 17.1 After 90 calendar days of employment, employees shall receive the following holidays, with pay, if they fall during their regularly scheduled work year, in accordance with the provisions of this Article:

- New Year's Day
- Memorial Day
- Independence Day
- Black Friday (Day after Thanksgiving)
- Labor Day
- Thanksgiving Day
- Christmas Day

- 17.2 A. Any work performed on any of the above holidays shall be paid for at the rate of 1½ times the employee's regular straight time hourly rate of pay in addition to holiday pay. It is further understood and agreed that a holiday is a premium day and time worked on a holiday shall not be used in computing any other overtime or premium payments.
- B. Part-time employees receive paid holiday time off based only on the number of hours scheduled for the holiday.
- C. If one of the above holidays falls on Saturday, the preceding Friday is observed. If the holiday falls on Sunday, the following Monday is observed. If a holiday occurs during an employee's vacation leave, that day is not deducted from vacation leave.
- 17.3 Employees not scheduled to work during Christmas vacation shall be entitled to holiday pay for Christmas and New Year's Day.

## **ARTICLE 18 - SCHOOL CLOSURE**

If school is closed because of an emergency, the employee shall be entitled to make up the wages lost or may elect to deduct this time from accumulated sick leave, if there is no rescheduled make-day (MCA 20-9-806). In the event the employee was not notified at least 20 minutes prior to their shift, he/she shall be compensated one hour of show-up time.

## **ARTICLE 19 - JURY DUTY**

An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the accounting offices of the District. Juror fees shall be applied against the amount due the employee from the District. However, if an employee elects to charge his/her juror time off against his/her annual leave, the employee shall not be required to have juror fees applied against amounts due from the District. In no instance is an employee required to remit to the District any expense or mileage allowance paid by the Court.

## **ARTICLE 20 - MILITARY LEAVE**

An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corp. of military forces of the United States and who has been an employee for a period of six months shall be given leave of absence for a period of not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia forces of the United States. This leave may not be charged against annual vacation time unless so requested by the employee.

## **ARTICLE 21 - HEALTH & WELFARE**

- 21.1 The District shall maintain industrial accident insurance on all employees as required by law. Employees must within 24 hours (except for extenuating circumstances) report in writing all personal injuries incurred during the course of their employment to their immediate supervisor.
- 21.2 The District will maintain first aid supplies in each work area.
- 21.3 Employees will report all safety hazards to their immediate supervisor so that they can be investigated and reported to the District.
- 21.4 No employee shall be required to perform duties that are in conflict with "pre-existing" medical background presented at the time of hiring. Any attempt by an employee to hide his/her medical history at the time of hiring is misrepresentation and is subject to dismissal.
- 21.5 The District shall not require an employee to transport or handle materials defined as hazardous by the Montana Workers' Compensation Division in an unsafe manner. The District shall not retaliate against an employee who refuses to do so. A current list of hazardous materials shall be posted. An employee who has knowledge of an unsafe condition will immediately notify the District, which will then take appropriate steps. A District committee, consisting of one representative selected by each organized bargaining unit, one from the nonorganized staff, the Committee Chair which shall be the District Clerk, and two other District appointed representatives, shall meet at least once every six months or more often if called together by the Committee Chair. If such meetings are held during the regular working hours of a Committee member(s), no reduction in pay shall result. The Committee, when a quorum exists, shall consider and recommend to the Superintendent elements of a District Safety Policy, known and potential hazards found in the District and possible solutions, and safety training for District employees. The Committee Chair shall keep minutes as to the date, time and topics discussed by the Committee, which records shall be kept for at least three years.

## **ARTICLE 22 - RETIREMENT**

The District will pay into the Public Employees Retirement System (PERS) or Teachers Retirement System (TRS) each month a percentage of an eligible or nonexempt employee's gross earning as determined by PERS or TRS and will also pay the District's costs as levied by PERS or TRS.

## **ARTICLE 23 - PERSONNEL FILES**

- 23.1 The employer shall maintain one official personnel file for each employee that shall be kept at the District's office.
- 23.2 Employees have the right to answer or qualify any evaluations, report, or material filed, and such responses will be attached to the relating materials in the file. Such responses, however, must be received in the Superintendent's office within 30 calendar days of the date of the original evaluation, report or other material filed. No information reflecting critically upon an employee shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that he/she has been shown the material. If the employee refuses to sign the document, the administrator or supervisor will note the fact on the document and may discipline the employee for insubordination.

- 23.3 Copies of all letters of caution, consultation, warning, admonishment, reprimand, suspension, probation, demotion, promotion and termination shall be furnished to the employee at their request.
- 23.4 Except as authorized by law or to comply with a subpoena or court order, no information contained in an employee's personnel file shall be released by the employer without the written consent of the employee. However, if a copy is given to the employee, the District will bear no responsibility for loss of privacy.

#### **ARTICLE 24 - EMPLOYEE EVALUATIONS**

- 24.1 Only an evaluation/review system approved by the Employer shall be utilized by the Employer in the evaluation of employees covered by this Agreement. Employee evaluation procedures are recognized to be a cooperative effort between the employee and his/her immediate supervisor with the express purpose of achieving good job performance.
- 24.2 Whenever performance appraisals are prepared, the employee shall receive a copy. The immediate supervisor shall discuss the evaluation with the employee and note by signature retained in the personnel file that the evaluation has been discussed with the employee. The employee has the right to submit a written rebuttal to the performance appraisal form in the personnel file.
- 24.3 If an employee disagrees with the performance evaluation, he/she may enter a statement(s) that addresses the disagreement, signed by the supervisor and the employee, stating that it was received and entered into the file.
- 24.4 Employees will be evaluated by the District a minimum of one time per year.

#### **ARTICLE 25 - WORKSHOP ATTENDANCE**

An employee who, with advance approval by the District attends a workshop shall be paid their regular wages in accordance with the Fair Labor Standards Act and reimbursed approved expenses and per diem in accordance with Article 5, Section 12 of this Agreement.

#### **ARTICLE 26 - DISCHARGE & DISCIPLINE**

During an employee's probationary period, he/she may be disciplined or discharged without recourse through this Agreement. Nonprobationary employees will be disciplined or discharged only with just cause. Newly hired employees shall serve a probationary period of 1440 hours of actual work, to a maximum of one calendar year from the date of employment. Nonprobationary employees may be disciplined or discharged only for just cause.



## **ARTICLE 27 - INSURANCE**

- 27.1 The health insurance plan shall be selected by the District Insurance Committee, which shall be composed of the Superintendent, a single representative each as selected by the nonorganized staff, the Certified staff, and the Classified Staff. Decisions of the Committee cannot be implemented without affirmative votes by the Superintendent and representatives from the Certified and Classified staffs.
- 27.2 Employees who take health insurance may, upon their request, have deducted the average of the 12 monthly premium payments from their pay checks during their working months.
- 27.3 Time spent on paid vacation, paid sick leave and paid holidays shall be considered time worked for the purpose of this section, provided that the contribution of any week shall not be based on more than 40 hours.
- 27.4 The District shall contribute toward the health insurance premium up to \$600.00 per month for full time year round employees. For employees who work 30-40 hours per week, but not year round, the district will contribute up to \$550 per month, for 12 months, toward the District's health insurance premiums. Employees who choose to take leave without pay and are enrolled in the district health insurance plan, will have deducted from their pay \$30 per day except for the first 6 months of employment. If the employee declines to participate in the district's health insurance plan, the employee does not receive the benefit.

## **ARTICLE 28 - SAVINGS CLAUSE**

The provisions of this Agreement are deemed to be separable to the extent that if and when a Court of last resort adjudges any provision of this Agreement in its application between the Union and the District to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within 30 days for the purpose of renegotiation and agreement on the provision or provisions so invalidated.

## **ARTICLE 29 - ENTIRE AGREEMENT**

During bargaining for this Agreement, each party had the unrestricted right to bargain over any mandatory subject of bargaining. Therefore, each party waives its right to bargain further during the term of this Agreement, except by mutual written agreement and for a successor agreement.

## **ARTICLE 30 - AVAILABILITY OF AGREEMENT**

This Agreement shall be made available by the District at the time of signing. The cost of printing and distribution to employees shall be equally shared by the Union and the District.

## ARTICLE 31 - DURATION

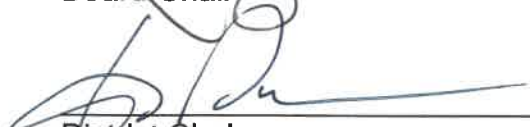
- 31.1 Term and Reopening: This Agreement shall remain in full force and effect for the period July 1, 2021 through June 30, 2023.
- 31.2 If either party desires to modify or amend this Agreement, it shall by not later than 90 calendar days prior to the expiration date stated in 31.1, provide the other party with notification of such intent. The parties shall thereafter meet at reasonable times and places to conduct negotiations for a successor agreement.
- 31.3 Reopening: If a special session of the Montana Legislature increases funding to the District or enacts a statewide K-12 Public School Health Insurance Program during the term of this Agreement, the parties mutually agree to bargain over the impact of the increased funding and/or participating in the program should either party give notice to the other within ninety days of such enactment of it's intention to bargain over these matters.



*Executed this 14 day of JUNE, 2021.*

FOR: THE DISTRICT

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
District Clerk

FOR: THE UNION

  
\_\_\_\_\_  
Unit President

\_\_\_\_\_  
Local Secretary

## APPENDIX A - WAGES

A. Team leaders in any position shall receive an extra \$.20 per hour in addition to their regular pay for only the time they perform such duties. A team leader is an employee who is assigned supervisory responsibilities, by the Superintendent, during a shift when no supervisor (i.e., Superintendent, Principal, Maintenance, Transportation, Clerk/Business Manager, Nutrition or IT) is on campus.

B.

### 2021-2022 Wages Matrix

	0-1 years	1-2 years	2-3 years	3-4 years	4+ years
E1	\$11.14	\$11.80	\$12.58	\$13.42	\$15.27
E2	\$13.99	\$14.66	\$15.42	\$16.26	\$17.61
E3	\$17.03	\$17.70	\$18.35	\$19.10	\$19.85
E4	\$12.43	\$12.43	\$12.43	\$12.43	\$12.43
E5	\$13.02	\$13.72	\$14.47	\$15.31	\$16.56
E6	\$14.28	\$14.95	\$15.72	\$16.56	\$17.90

### 2022-2023 Wages Matrix

	0-1 years	1-2 years	2-3 years	3-4 years	4+ years
E1	\$11.70	\$12.39	\$13.21	\$14.09	\$16.03
E2	\$14.69	\$15.39	\$16.20	\$17.08	\$18.49
E3	\$17.88	\$18.59	\$19.27	\$20.05	\$20.84
E4	\$13.05	\$13.05	\$13.05	\$13.05	\$13.05
E5	\$13.67	\$14.41	\$15.19	\$16.07	\$17.39
E6	\$14.99	\$15.70	\$16.50	\$17.39	\$18.80

E1 = Assistant Secretary, Bus Aide, Cook, and Paraprofessional

E2 = Custodian, Grounds Keeper

E3= Route Driver

E4 = Extracurricular Driving & Layover

E5 = Secretary

E6 = Custodial/Maintenance

At the end of the 15<sup>th</sup> year of continuous employment in a bargaining unit position, an employee will receive a bonus of \$850 payable in a single check for that year only. However, after each additional five years of such continuous service, the employee will on each such anniversary date again receive a \$850 bonus. Payment for such bonus will be made on the paycheck directly following the employee's anniversary date except for those hired at the beginning of a school year, payment shall be made at the end of the preceding school year.

## APPENDIX B - GRIEVANCE REPORT FORM

<b>GRIEVANCE REPORT FORM</b>	
DARBY SCHOOL DISTRICT No. 9	Page 1 of 2
Grievant: _____	Date of Grievance: _____
<b>STATEMENT OF GRIEVANCE:</b>	
A. _____ _____	
Contract provision violated: _____	
B. _____ _____	
Contract provision violated: _____	
C. _____ _____	
Contract provision violated: _____	
<i>use additional sheets if necessary</i>	
<b>ACTION OR RELIEF REQUESTED: {A, B &amp; C correspond to same above}</b>	
A. _____	
B. _____	
C. _____	
Grievant's Signature: _____ Date given to Superintendent: _____	
<b>SUPERINTENDENT'S RESPONSE:</b>	
A. _____	
B. _____	
C. _____	
Superintendent's Signature: _____ Date given to Grievant: _____	
<b>GRIEVANT'S RESPONSE:</b>	
A. _____	
B. _____	
C. _____	
Grievant's Signature: _____ Date given to Board Chair: _____	

Grievant:

DARBY SCHOOLS

Page 2 of 2

**BOARD'S RESPONSE:**

A. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Chair's Signature: \_\_\_\_\_ Date given to Grievant: \_\_\_\_\_

**DISPOSITION OF GRIEVANCE:**

Settled: ☐ Superintendent ☐ Board ☐ Arbitration

SETTLEMENT: \_\_\_\_\_

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