

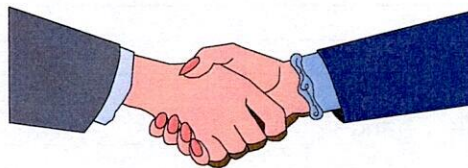
COLLECTIVE BARGAINING AGREEMENT

Between

**BOARD OF TRUSTEES
School District No. 6**

and

**COLUMBIA FALLS CLASSIFIED
EMPLOYEES ASSOCIATION,
MFPE**



**SCHOOL YEAR
2023-2024**

INDEX	
ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION OF EXCLUSIVE REPRESENTATIVE	1
Section 1. Recognition	1
Section 2. Appropriate Unit	1
ARTICLE 3 – DEFINITIONS	1
Section 1. Terms and Conditions of Employment	1
Section 2. School District or School Board	1
Section 3. Classified Personnel or Employee	1
ARTICLE 4 – MANAGEMENT RIGHTS	1
ARTICLE 5 – EMPLOYEE AND EXCLUSIVE REPRESENTATIVE RIGHTS	2
Section 1. Dues Check Off	2
Section 2. Facility Use	2
Section 3. Personnel File	3
Section 4. Agreement Copies	3
Section 5. Non-Discrimination Clause	3
Section 6. Education and Job Training	3
Section 7. Appearance Before Employer	3
Section 8. Calendar Committee	3
ARTICLE 6 – EMPLOYMENT RIGHTS	3
Section 1. Probationary Period	3
Section 2. Performance Evaluation	3
Section 3. Employment Status	4
Section 4. Employment Security	4
ARTICLE 7 – LEAVES, VACATIONS, AND HOLIDAYS	4
Section 1. Vacation Leaves	4
Section 2. Bereavement Leave	5
Section 3. Leave Without Pay	5
Section 4. Holidays	6
Section 5. Sick Leave	6
Section 6. Jury Duty	6
Section 7. Other Leaves	6
ARTICLE 8 – SENIORITY, VACANCIES, PROMOTIONS, AND REDUCTION IN FORCE	6
Section 1. Seniority	6
Section 2. Layoff	6
Section 3. Recall	7
Section 4. Seniority Roster	7
Section 5. Vacancies	7
Section 6. Transfers	8
ARTICLE 9 – HOURS OF WORK	9
Section 1. Alternative Work Schedule	9
Section 2. Notice of Schedule Change	9
Section 3. Call-out	9
Section 4. Special Provisions for Transportation Personnel	9
Section 5. Mandatory First Aid/CPR Training and Driving Physicals	10
Section 6. Work Day	10
Section 7. Work Week	10
Section 8. Efficiency of Operations	10
Section 9. Provisions to the usual operations of the School District	11
Section 10. Additional Work for Employees	11
ARTICLE 10 – CONTRACT WORKERS	11
ARTICLE 11 – GRIEVANCE PROCEDURE	11
Section 1. Grievance Definition	11
Section 2. Representations	11
Section 3. Definitions and Interpretations	11

Section 4. Time limitation and waiver	11
Section 5. Adjustment of grievance	12
Section 6. Step waiver	12
Section 7. Arbitration	12
Section 8. Grievance Form	13
Section 9. Election of remedy	13
ARTICLE 12 – COMPENSATION	13
Section 1. Wages	13
Section 2. Insurance	13
Section 3. Duration	13
Section 4. Mileage	13
ARTICLE 13 – DURATION	13
Section 1. Term and Reopening	13
Section 2. Effect	13
Section 3. Finality	13
Section 4. Severability	14
ADDENDUM A	15
Wages	15
Section 1. Hire date	15
Section 2. Placement	15
Section 3. Longevity	15
Section 4. Use of Substitutes	15
Section 5. Assigned work on Sunday	15
Section 6. Paraeducators used as Substitute Teachers	15
Insurance	16
Section 1. Selection of Program and Carriers	16
Section 2. Continuity of coverage	16
Section 3. Insurance programs	16
Section 4. Eligibility and duration of insurance contribution	16
Section 5. Maintenance of Benefits	16
ADDENDUM B – GRIEVANCE REPORT FORM	17

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF TRUSTEES, School District No. 6

and

COLUMBIA FALLS CLASSIFIED EMPLOYEES ASSOCIATION, MEA/MFT

ARTICLE 1 - PURPOSE

This Agreement is entered into between School District No. 6, Flathead County, Montana (hereinafter referred to as the School District), and the Columbia Falls Classified Employees Association, an affiliate of the MFPE, (hereinafter referred to as the Association), pursuant to and in compliance with the Montana Code Annotated, Title 39, Chapter 31, (hereinafter referred to as the Act), to provide the terms and conditions of employment for classified employees during the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the Act, the School District recognizes the Columbia Falls Classified Employees Association, an affiliate of the MFPE as the exclusive representative of classified employees employed by the School District. The exclusive representative shall have those rights and duties prescribed by the Act and as described in this Agreement.

Section 2. Appropriate Unit: The appropriate unit shall include all classified personnel of the School District to include the following: Paraeducators/Aides, School Food Service Personnel, Maintenance and Custodial Personnel, and Transportation Personnel but shall exclude the following: Contracted or Consulting Personnel, Temporary or Casual Employees, Supervisory Personnel and Management Officials as defined by the Act.

ARTICLE 3 - DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and Conditions of Employment shall mean wages, hours, fringe benefits and other conditions of employment subject to those limitations defined by the Act.

Section 2. School District or School Board: The terms "School Board" or "School District" shall mean school District #6, Flathead County, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.

Section 3. Classified Personnel or Employee: The term(s) Classified Personnel or "Employee(s)", as used herein shall mean a member of the Appropriate Unit as defined in this Agreement.

ARTICLE 4 – RIGHTS OF THE BOARD

The Union recognizes that the Board has responsibility and authority to manage the District, on behalf of the public, and all the operations and activities of the School District to the full extent authorized by law, provided such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Professional Agreement. Employees in the bargaining unit and their representatives shall recognize the prerogatives of the Board of Trustees to operate and manage its affairs, including, but not limited to the following:

- a. to direct employees;
- b. to hire, promote, transfer, assign, and retain employees;

- c. to relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. to maintain the efficiency of government operations;
- e. to determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- f. to take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. to establish the methods and processes by which work is performed.

It is recognized by the parties that the Board of Trustees reserves onto itself all rights to manage the School District that are not specifically waived herein.

ARTICLE 5 - EMPLOYEE AND EXCLUSIVE REPRESENTATIVE RIGHTS

Section 1. Dues Check Off: Upon written authorization of any member of the Association, the employer shall deduct from the pay of the employee, the monthly amount of dues as certified by the secretary of the Association and shall deliver the dues to the Association's Designee in the form of a check. Commencing in October and each month thereafter through June, the District shall deduct in equal installments the monies that are so authorized. New authorizations when received by the District during the school year will be deducted prorata. The Exclusive Representative shall certify to the District the rate of deduction for those who are Association members (dues and fees of the Association) for the school year no later than September 30 of each year.

Subsection 1. Transmittal: The School District shall transmit all deducted monies, along with a list of the names for whom deductions are made, to the Association's Designee in the form of a check on a monthly basis.

Subsection 2. Hold Harmless Clause: The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions in this Agreement between the parties for dues deduction. This provision is not intended to absolve the School District of any errors that it may make prior to transmittal of funds to the exclusive representative.

Section 2. Facility Use:

Subsection 1. Use of Buildings: The exclusive representative shall have the right to use available school buildings at reasonable hours for meetings. Scheduling shall be subject to approval of the School District in advance of the time and place of such meetings. No charge shall be made for use by the exclusive representative.

Subsection 2. School Equipment: The Association may be permitted to use school equipment at reasonable times when such equipment is not otherwise in use, and with the permission of the building Principal. All consumable items must be furnished by the Association.

Subsection 3. Inter-School Mail: The Association will be permitted the reasonable use of inter-school mail facilities, except that the District shall not carry Association mail between buildings. There shall be no mailing of inflammatory material or any material related to political activities.

Subsection 4. Bulletin Boards: The Association shall be granted space on bulletin boards provided they now exist in the work area in order to post Association material. There shall be no posting of inflammatory material or any material related to political activities.

Section 3. Personnel File: Any member of the appropriate unit shall have the right to inspect their personnel file(s), and, upon written request, shall be provided one free copy of the entire file and a copy of any additions thereafter, and other copies at the employee's expense.

Section 4. Agreement Copies: Within thirty days of the signing of this Agreement, the District will post an electronic copy of the agreement on the School District Website.

Section 5. Non-Discrimination Clause: No employee in the appropriate unit shall suffer discrimination, jeopardy, or coercion, in employment or promotional opportunity because of Association membership or legal activity, or for refusing to participate in same.

Section 6. Education and Job Training: The Board of Trustees upon recommendation of the Superintendent may grant an employee an opportunity to improve his/her job skills through education or job training. Such assistance may include any of the following: time off with pay, mileage, lodging or tuition fees, or any portion thereof.

Section 7. Appearance before Employer: An employee shall be entitled to have present a representative in any required appearance before the Board should such an appearance be for the purpose of investigating a situation and when the information gained through such appearance will be used to substantiate discipline or discharge of the employee involved. An employee shall be given notice of reason for such meeting.

Section 8. Calendar Committee: The Calendar Committee shall be utilized to determine the school calendar for the academic school year.

Subsection 1. The Calendar Committee shall include one member of the Association.

ARTICLE 6 - EMPLOYMENT RIGHTS

Section 1. Probationary Period:

Subsection 1. The School District shall have six months in which to evaluate new employees to determine the individual's competency. Should the District determine a probationary employee has work related problems, after meeting with the employee the Superintendent may by written notice to the employee extend his/her probationary period by three months.

Subsection 2. At any time during the probationary period an employee may be disciplined or discharged without hearing or recourse to any formal procedure.

Section 2. Performance Evaluation:

Subsection 1. A formal program of employee evaluation shall be established to insure that all nonprobationary employees are performing to the standards of the position and to assist employees in improving and maintaining skills. Negative evaluations shall satisfy the test for "just cause", except that when an employee disagrees with his/her evaluation, he/she may request an evaluation by the appropriate Superintendent, or his/her designee, who shall make the final determination.

Subsection 2. Written evaluations shall be prepared on a form specified by the Board of Trustees.

Subsection 3. Any such evaluations shall be shown to the employee and a copy provided upon request. If the employee disagrees with the evaluation, he/she will have the opportunity to make written comments regarding the evaluation, which shall be made a part of the evaluation. In addition, if an employee feels it appropriate to respond in writing to a performance evaluation, such employee response shall accompany the employer's performance evaluation in the personnel file.

Section 3. Employment Status:

Subsection 1. Full-time employee: Any employee who normally works forty hours per week.

Subsection 2. Part-time employee: Any employee who normally works less than forty hours per week.

Subsection 3. Temporary employee: Any employee hired to fill a position created for a definite period of time, not to exceed six months, and not renewable.

Subsection 4. Employees working less than twelve months due to a regularly recurring layoff during summer months shall be given first opportunity for rehire when the customary summer layoff period is over.

Section 4. Employment Security:

Subsection 1. A non-probationary employee will be disciplined or terminated only for just cause. The District will furnish an employee subject to suspension or discharge with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Association of the removal of an employee for cause. An employee with permanent status may appeal his/her suspension, other punitive action or discharge through the grievance procedure.

Subsection 2. The following are examples of grounds for immediate termination: Insubordination, neglect of duties, theft, physical misconduct, abusive or criminal behavior, involvement with pornographic materials on School District Six property, unauthorized use of District computer equipment, use of tobacco, alcohol, drugs, or under the influence of drugs and alcohol.

Subsection 3. The Administration shall make an attempt to improve the performance of employees who are subject to action under this Article, provided the employee's problem is performance related. Such assistance shall include a discussion of the specific problems the employee is having and a suggestion of the steps the employee should take to rectify them. This provision shall not apply to an employee in probationary status, and when, in the opinion of the supervisor, the actions of an employee are of such a willful or flagrant nature as to warrant instant discipline or termination.

Subsection 4. Letters of caution, consultation, warning, admonishment, and reprimand shall be considered permanent in an individual's file.

Subsection 5. Personnel Files: 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 or a statement by a supervisor that the employee has been shown the material and refused to sign it. A signed receipt of certified mail certificate will meet the intent of this subsection. The first copy of any such material shall be furnished without charge to the employee upon request.

ARTICLE 7 - LEAVES, VACATIONS AND HOLIDAYS

All employees shall be granted such leave as provided by law. In addition the District agrees to allow the following:

Section 1. Vacation Leave:

Subsection 1. The dates when employees' vacation leaves shall be granted shall be determined by agreement between each employee and the employer with regard to the best interest of the employer as well as the best interest of the employee. Vacation leave will not be limited to days that school is not in session. Unless in the case of a stated personal emergency, employees shall

request vacation leave utilizing the AESOP program ten days in advance of the date of the proposed leave. During the first two weeks of school, the District shall post in the business office a form on which bargaining unit members may request vacation leave dates. In the event of conflicting dates in cases where the District cannot have as many employees absent as have requested similar dates, the one(s) with the most District seniority shall be granted the leave. Leaves requested after the posting period shall be granted on a first come, first granted basis. Earned leave credits need not be taken all at one time.

Subsection 2. Part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

Subsection 3. Employees working less than twelve months per year may:

1. Use their vacation leave during the school year with agreement between the employee and employer with regard to the best interest of the employer as well as the best interest of the employee, or
2. Receive a payoff for their accumulated vacation leave at the end of the school year. This payoff will be for all accumulated vacation leave, or
3. Carry vacation leave forward as permitted by law.
4. Vacation leave will not be limited to days that school is not in session.
5. Vacation leave payoffs as outlined in option 2, above, will not be considered time worked.

Section 2. Bereavement Leave: Bereavement leave for the immediate family, at full salary with no loss of sick leave shall be provided each employee after the approval of the appropriate supervisor. For the purposes of this Article, immediate family will be defined as spouse, child, father, mother, brother, sister, grandparent, grandchild, foster and step relations, guardian, aunts, uncles, first cousins and/or in-laws bearing any of these relationships, and any person living in the employee's household.

Section 3. Leave Without Pay: With permission of the Superintendent or his/her designee, the employee shall be allowed to take a leave of absence without pay. An employee granted leave without pay shall be allowed to return to the same or comparable position. However, nothing in this Section shall be interpreted to limit the District's right to layoff, discipline or terminate in accordance with the provisions of this Agreement. The employee granted a leave of absence without pay shall have the option of remaining covered under the District's group insurance plan throughout said leave. If the granted leave of absence results in the employee being ineligible for the District's monthly insurance program premium contribution, as defined in the Eligibility and Duration of Insurance Contribution section of Addendum A of the Agreement, the cost of insurance coverage shall be borne by the employee and shall be pre-paid at the beginning of the leave term or on a monthly basis.

Section 4. Holidays: Employees shall be granted the following paid holidays:

Day	Date
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
Three Floating Holidays	Dates of the days shall be determined by mutual agreement between the District and the bargaining unit representative.
State & National Election Days	When the school buildings are closed because it would be disruptive.
*Only those employees working at least 80 hours in July will receive the Independence Day holiday	

Should any of the above holidays fall on a Saturday, the employees will be paid for the holiday and the District will not schedule work for the preceding Friday. Should any of the above holidays fall on a Sunday, the employees will be paid for the holiday and the District will not schedule work for the following Monday. If employees are working a four day, ten hour schedule and a holiday falls on a regularly scheduled day off, the employees will be paid for the holiday and the District will not schedule work on the last day the employees would have been scheduled to work that week. Employees may use their available annual leave credits to add to the eight hours off that day, or if the District allows, an employee(s) may work an additional two hours that week. Otherwise, employees may take time without pay to bring the total hours off that day to ten. If school is in session on any of the days specified herein as days when the District will not schedule work, the parties will mutually agree upon a unit-wide alternate scheduled day off on another day school is not in session, with the intent to arrange for an extended weekend if possible.

Section 5. Sick Leave: The provisions of State Law on sick leave shall be followed. Upon receipt of a written request from a member(s) of the Association, the Superintendent will, in accordance with the District's policies and procedures, put on the agenda of the School Board the subject of sick leave donation. Unless an open meeting is requested by all employees who are subject of such a discussion, the matter will be considered in closed session.

Section 6. Jury Leave: If called for Jury Duty, Employees shall be afforded the opportunity, provided a satisfactory substitute can be employed. Compensation shall be in accordance with 2-18-619, MCA. If the Employee on Jury Duty is excused before noon, he/she shall return to the District.

Section 7. Other Leaves: The District has the right to establish additional lengths and/or additional benefits thereto, and to establish other forms of leave, at the sole discretion of the District and without establishing precedent.

ARTICLE 8 - SENIORITY, VACANCIES, PROMOTIONS AND REDUCTION IN FORCE

Section 1. Seniority: "Seniority" means the length of time an employee has worked for the District since his/her last date of hire. This shall be the sole seniority calculation, and there shall be no "classification" seniority. For those employees normally working full-time, one year of work (school year or calendar year) shall equal one year of seniority. An employee shall continue to accrue seniority during the first 30 consecutive calendar days of leave without pay. Seniority shall be revoked if an employee resigns or is properly terminated. An employee shall be considered terminated if he/she has been on layoff status for two calendar years.

Section 2. Layoff: When the District decides to reduce staff, the following method shall be used:

Subsection 1. Order of Layoff: When there is a reduction within a classification, the employee in that classification shall be subject to layoff and placed on layoff status unless the provisions of Subsection 2, below, are applicable. When there are two or more employees in the same classification, the least senior employee working in that classification shall be placed on layoff status. When two or more employees share the least senior hire date, the District will consider performance evaluations, staffing needs, and other reasons it deems relevant, in determining the order of layoff. For the purposes of this Article, the fifteen (15) separate "classifications" are:

A: Kitchen Helpers	G: Mechanics	L: Computer Lab Paras
B: Custodians	H: Mechanic's Assistant	M: Copy Room Aide
C: Warehouse/Delivery Driver	I: SPED Paras	N: Bus Aides
D: Cooks	J: Classroom Paras	O: Study Hall and I.S.S.
E: Drivers	K: Library Paras	
F: Utility People Groundskeepers		

Subsection 2. Bumping: When an employee is subject to layoff, he/she may bump the least senior employee working in another classification covered by the bargaining unit, provided the employee subject to layoff has worked in that classification continuously for longer than the probationary period, was not transferred by the District because of poor work performance in that classification, and has more seniority than the least senior employee in the other classification. In the event the employee has worked in two or more other classifications and when that creates an option of two or more positions into which the employee may bump, the District shall make the choice. An employee notified of layoff in accordance with the provisions of Subsection 3, below, shall have five working days to exercise his/her bumping rights by notifying the District in writing of his/her intent to bump, and shall include in that notification the name of the individual he/she intends to bump.

Subsection 3. Notification: The District shall give an employee subject to layoff at least ten working days notice in advance of the effective date of layoff.

Section 3. Recall: When a position opens in a classification covered by the bargaining unit, the most senior employee on layoff status who has worked for the District in the open classification shall be recalled by certified mail, unless such employee was transferred by the District because of poor work performance in that classification or is no longer able to perform the work required of that position, in which case the next most senior employee who has worked for the District in that classification shall be recalled. All recall rights shall be waived in the event an employee does not return to work within ten calendar days after the mailing of the recall notice, or if the District properly terminates the employee under the provisions of this or other articles of this Agreement.

Section 4. Seniority Roster: In all cases, an employee's seniority and past experience in classifications shall be determined by designation on the seniority roster. The District shall produce such roster on or about January 1st of each year and shall post such and mail a copy to the Unit President. Any disagreement over any item listed in the roster shall be handled in accordance with the grievance procedure, including the time limits applicable thereto. However, once an employee's seniority date and experience has been determined by appeal or lack thereof after production of the first roster on which the employee is listed, it shall be considered determined and shall not be subject to appeal.

Section 5. Vacancies: Whenever a newly created or vacant position is to be filled, the District will post a notice of the opening within 5 working days. The posting shall be made using District e-mail and shall state the classification, the general qualifications sought and the deadline for applications.

Section 6. Transfers:

Subsection 1. Whenever a position opens, newly created or vacant, in a classification included in the definition of "Appropriate Unit" in the Collective Bargaining Agreement, the position shall be posted for five working days. The position shall be awarded on the following basis:

- a. Longest District seniority of employee applying for the position.
- b. Ability to physically perform the duties of the position.
- c. Absence of "needs improvement" and/or "unsatisfactory" ratings on the two most recent yearly performance evaluations.
- d. When two or more employees applying for the position share the same hire date, the District will consider performance evaluations, staffing needs, and other reasons it deems relevant, in awarding the position.

The District shall accept applications from any member of the "Appropriate Unit" during the five day period. If the District does not receive an application from a member within the same classification, the District may award the position to an applicant within a different classification prior to opening up the position out of house.

In the event, after a reasonable trial period of 30 days, the employee, at the sole discretion of the District, is not meeting performance expectations, he/she shall be returned to his/her previous assignment. The District will complete a performance evaluation during or at the end of the 30 day transitional period. Employees may apply within their respective classification as enumerated in Article 9, Section 2, Subsection 1 of the Collective Bargaining Agreement. An employee awarded a position through the above stated procedure will not again be eligible to apply the procedure for a period of one academic year.

Subsection 2. When an employee has applied for and been awarded an open position, he/she may return to his/her previously held position within 30 days of the award if that position has not already been filled.

Subsection 3. No employee will be involuntarily transferred except for reasons identified and documented in the employee evaluation process, or for reasons related to a change in the number of employees designated to a particular work site, or when a new work site is to be staffed, or when continued employee assignment at a particular work site would create or could potentially create a negative or hostile work environment. In the event an employee is involuntarily transferred, the employee, upon request, will receive a written statement of the reasons(s) for the decision from the District.

Subsection 4. Temporary services – work performed in the job classifications covered under this agreement, which last longer than one week, but less than six months. Hiring preference shall be given to members of the appropriate unit who are not regularly scheduled to work during the same period (day of the week/month of the year) which the temporary services are performed if they demonstrate competency to fulfill the essential job functions including a physical screening that covers the physical demands of the temporary position.

Subsection 5. Employees requesting a transfer to a vacancy shall complete an application utilizing the District's Applicant Tracking Program prior to the closing date of the vacancy announcement.

ARTICLE 9 - HOURS OF WORK

Section 1. Any employee, who is scheduled to work more than forty hours per week or eight hours per day, will receive overtime at the rate of 1-1/2 times his/her regular rate of pay. When an alternate work schedule is agreed upon, such as ten hours per day (40 hours per week), only those hours in excess of 40 hours per week shall be considered overtime and paid at 1-1/2 times the normal rate. An employee working summer months when school is not in session may petition the District for an alternative work schedule. Approval of alternative work schedule is at the sole discretion of the District.

Subsection 1. An employee working two or more different classifications throughout the day, at different rates of pay, must be paid overtime at a weighted average hourly rate per the Fair Labor Standards Act (FSLA).

Section 2. An employee whose schedule is changed will normally be given three working days advance notice. In unusual circumstances, management reserves the right to schedule employees without prior notice.

Section 3. When an employee is called to work outside of his/her regular shift, and when such call-out is not attached to his/her regular shift, he/she shall receive a minimum of two hours of pay for such call-out.

Section 4. Special Provisions for Transportation Personnel:

Subsection 1. Dead Time Pay

- a. An employee involved in the transportation of students may experience a period of "Dead Time", Dead Time is defined as the time that a driver is not obligated to be on the bus or on immediate standby. Driver must remain on-site, at the same venue as the students.
- b. When an employee is otherwise off shift, the employee shall receive one payment per day equivalent to \$10.00 per hour for each hour of "Dead Time", up to eight hours maximum.

Subsection 2. Overnight Trip Pay

- a. When an employee is on an overnight trip involving the transportation of students, the employee shall receive one payment per day equivalent to the prevailing minimum wage per hour for each hour of "Sleep Time", up to eight hours maximum.
- b. If an overnight trip does not involve the transportation of students, the District may attempt to negotiate a different Sleep Time compensation arrangement with the employee(s) involved or potentially involved. Any different Sleep Time compensation that that provided in "a." above will be in writing, and signed by the employee(s) and the District. The employee(s) will be given a copy of the negotiated agreement.
- c. The computation for meal allowances is established in Section 2-18-501 and 2-18-502, MCA.
- d. Permanent Bus Route Drivers shall be awarded all activity trips that they elect to work even if the trip times conflict with their regular route. Second priority can be provided to Activity Trip Drivers.
- e. Activity Trip Drivers are defined as those that are available/commit to work activity trips throughout the entire school year, comply with all of the school bus driver

requirements including annual training, CPR, physicals, etc., but simply are not assigned to daily bus route that transports students from home to school.

Subsection 3. Dead Time and Sleep Time will not be considered as "time worked".

Subsection 4. Compensation for Dead and Sleep Time shall not be considered in the formula for determining the "regular rate of pay".

Subsection 5. Compensation for all non-route trips will be a minimum of one hour at the current "Drive Time" rate.

Subsection 6. Cancelled Trip – A driver assigned to a trip which is subsequently cancelled with short or no notice shall be paid for two hours at the Drive Time rate.

Section 5. Mandatory First Aid/CPR Training and Driver Physicals

Subsection 1. The District will pay up to \$175.00 for required journey person bus driver physicals.

Subsection 2. All time engaged in mandatory First Aid/CPR training classes will be paid at an employee's regular rate.

Subsection 3. The District shall pay for all costs incurred by a driver for obtaining or renewing First Aid/CPR Certification up to the cost of said training regularly provided by the District. If a driver receives training not sponsored by the District, the District shall reimburse the driver up to thirty-five dollars (\$35.00).

Section 6. Work Day: A work day shall normally consist of eight hours of continuous work, with the following being incorporated into that work day:

- a. a 15 minute rest break to be taken during the first and second four hour period of each shift of each work day. Part-time employees will be allowed a 15 minute rest break within each four consecutive hour work period;
- b. an unpaid meal break to be taken in the approximate middle of each shift consisting of at least six hours.
- a. Employees who are directed to work through their duty free unpaid lunch period shall be compensated at their hourly rate of pay or overtime pay if the extra time results in overtime as defined in section 1.

Section 7. Work Week: A work week shall normally consist of five consecutive eight hour work days and shall normally total forty hours of service with two consecutive days off.

Section 8. It is the intent of the parties to preserve the work and job opportunities of the employees covered by this Agreement, by not eliminating their positions or reducing their employment below their regularly assigned hours. It is also, however, an obligation as well as a management prerogative of the District to maintain the efficiency of the District's operations and to determine the methods and means by which those operations are to be conducted. The Employer shall make every effort to retain the employees covered by this Agreement and will not make arrangements to contract with any outside firm for any of the services ordinarily rendered by said employees which would jeopardize their continued employment, without disclosure to the bargaining agent sufficiently in advance to accommodate discussion between the parties of the contemplated action. The District shall not enter into any such contract for services unless it can be proven that said contract would result in increased efficiency of operations by way of obtaining the same services for less cost or additional services for the same cost, or unless it can be proven that such action is necessitated by financial exigency. It is understood that this provision does not in any way restrict

the District's right to contract out or otherwise arrange for the performance of work which is above a bargaining unit member's regularly assigned shift hours.

Section 9. The above provisions apply to the usual operations of the School District. However, when the Superintendent deems it necessary for the efficient operation of the District, the School District reserves the right to schedule employees as necessary.

Section 10. Work Year: The regular work year for Kitchen Helpers, Drivers, Dispatch, and Para-educators/Aides shall begin when designated by the District and end 180 working days later. In the event that the school calendar consists of less than 180 pupil instruction days, the District shall schedule in-service training days to ensure each staff member is entitled to 180 work days.

ARTICLE 10 – CONTRACT WORKERS

Section 1. The District may utilize the services of contracting employees through an outside firm in the circumstance of time sensitive jobs, specialized skills that the District generally does not require, specialized tools and/or equipment that the District does not possess.

Section 2. The District may utilize the services of contracting employees through an outside firm in the circumstances of the District's ability to operate is compromised due to lack of staff and having no qualified applicants to fill the needed positions for the District to operate. The job posting will remain open until it is filled by an outside applicant and the contracted personnel will be let go. Once the District is fully staffed, outside services are not longer to be used.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation, application or violation of terms and conditions contained in this Agreement.

Section 2. Representations: The employee, administrator, or School District may be represented during any step on the procedure by any person or agent designated by such party to act in the party's behalf.

Section 3. Definitions and Interpretations:

Subsection 1. Extension: Time limits specified in this Agreement may be extended by mutual written agreement.

Subsection 2. Days: Reference to "days" regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays.

Subsection 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, the event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

Subsection 4. Filing and Postmark: The filing or service of any notice or document 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.

Section 4. Time limitation and waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District, setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within ten days after the date of the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a

waiver thereof, unless conditions existed beyond the control of the grievant. Failure to appeal a grievance from one level to the next within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District designee.

Section 5. Adjustment of grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subsection 1. **LEVEL 1** Within 10 days from the event first giving rise to the grievance, an attempt to resolve the grievance shall be made through informal discussion between the grievant(s) and the immediate supervisor.

Subsection 2. **LEVEL 2** In the event the grievance is not resolved in Level 1, the grievance may be appealed to the Superintendent, provided such appeal is made in writing within five days after the discussion in Level 1. If a grievance is properly appealed to the Superintendent, the Superintendent or his/her designee shall set a time to meet regarding the grievance, within fifteen days after receipt of the appeal. Within five days after such meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties. If no response is made by the grievant to the Level 2 decision within fifteen days, the grievance becomes waived.

Subsection 3. **LEVEL 3** In the event the grievance is not resolved in Level 2, the decision rendered may be appealed to the Board of Trustees at their next regularly scheduled or special meeting, provided such appeal is made in writing to the Chair of the Board within five days of receipt of the Superintendent's decision. The Board shall have fifteen days after consideration of the grievance to issue a response in writing to the grievant.

Section 6. Step waiver: Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

Section 7. ARBITRATION (**LEVEL 4**):

Subsection 1. Procedure: In the event the parties are unable to resolve a grievance, it shall be jointly submitted to arbitration as defined herein.

Subsection 2. Selection of arbitrator: The parties shall request the Board of Personnel Appeals to submit, within ten days to both parties, a list of seven names. Within five days of receipt of the list, the parties shall select an arbitrator by striking names from the list in alternate order, and the name so remaining shall be the arbitrator.

Subsection 3. Hearing: The grievance shall be heard by a single arbitrator and the parties shall have the right to a hearing at which time both parties shall have the opportunity to submit evidence, offer testimony, present witnesses and make oral or written arguments relating to the issues before the arbitrator.

Subsection 4. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties.

Subsection 5. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representatives, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either party or both

parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy.

Subsection 6. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall the arbitrator have the jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy.

Section 8. Grievance form: To be valid, grievances must be submitted on the form provided in Addendum B.

Section 9. Election of remedy: After a grievance has been submitted to arbitration, the grievant 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. [39-31-306(5)]

ARTICLE 12 - COMPENSATION

Section 1. Wages: The wage scale attached hereto as Addendum A shall be the salary payable to members of the bargaining unit.

Section 2. Insurance: See Addendum A, (3) for insurance premium contribution.

Section 3. Duration: It is understood that this wage scale shall be effective only for the term of this Agreement, and there shall be no interpretation that any benefits provided herein shall extend beyond the term of this Agreement.

Section 4. Mileage: All approved miles driven by an employee from one job site to another in the employee's own car shall be compensated at a rate established by 2-18-503, M.C.A.

ARTICLE 13 – DURATION

Section 1. Term and Reopening: This Agreement shall remain in full force and effect for a period commencing on July 1, 2023 or upon ratification by the parties, whichever is later, through June 30, 2024. If the exclusive representative desires to modify or amend this Agreement it shall at least be 120 days prior to the expiration of this Agreement provide the School District with a notice of its intent to open the contract. Members that voluntarily terminate their employment prior to the date the agreement is ratified by both parties will not receive retroactive pay increases.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employees supersede any and all prior agreements, practices, school policies, rules or regulations concerning terms and conditions of employment, insofar as such are inconsistent with the provisions of this Agreement. Nothing in this Agreement shall be construed to obligate the School District to continue or discontinue existing or past practices, or prohibit the School District from exercising all management rights and prerogatives defined in this Agreement, except insofar as such exercise would be in express violation or misapplication of any term or terms of this Agreement.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

In Witness Whereof:

The parties hereto have executed this Agreement this 25 day of October, 2023.

FOR: THE EMPLOYER
Columbia Falls School District No. 6

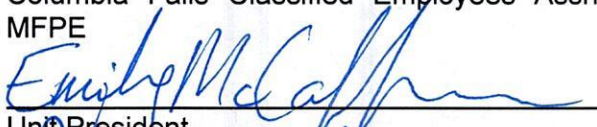


Board Chair



Clerk/Business Manager

FOR: THE ASSOCIATION
Columbia Falls Classified Employees Assn.,
MFPE



Unit President



Chair, Negotiation Committee

ADDENDUM A

A. Wages:

Section 1. Hire date: For purposes of the Wage Scale only, employees will be considered as having been hired on July 1st in the year in which an employee was hired. That is, employees who are hired between January 1 and December 31 in any calendar year shall be assigned, for purposes of the Wage and Longevity Schedule only, July 1 of that same calendar year as their anniversary date.

Section 2. Placement: New employees will serve their first ninety calendar days on the job in the "probationary" designation. Employees being promoted will serve the first 90 days at their current wage rate or the probationary rate, whichever is greater. Upon completing the first ninety days in the position, an employee will move to the "journeyperson" designation. Employees experiencing regular, reoccurring layoffs during the summer months shall be credited with a year of service with the District.

2023 – 2024 SCHOOL YEAR

Designations	CATEGORIES						
	1	2	3	4	5	6	
Probationary	16.28	17.99	19.25	21.64	25.08	17.53	
Journeyperson	17.88	19.39	20.84	23.26	27.06	17.88	

For the purposes of pay, there shall be the following "categories":

1. Kitchen Helpers
2. Custodians, Cooks, Warehouse/Delivery Driver
3. Driver
4. Utility People/Groundskeeper/Mechanic's Assistant
5. Mechanic
6. Paraeducators/Aides

Head" Employees (receive \$2.00 in addition to the regular pay for their classification)

Section 3. Longevity: After completing five years of service with the District, each employee will have added to his/her base hourly wage the sum of 9 cents for each year of service to the District since July 1 in the year in which the employee was hired.

Subsection 1. Paraeducators/Aides Grandfathered Longevity Stipend: Paraeducators/Aides hired prior to June 30, 2012 are provided an additional longevity stipend equal to \$.08 per hour for each year of service completed prior to June 30, 2012.

Section 4. The District will not use substitutes to avoid overtime for regular employees. The District may, however, use a substitute when no other appropriate employee is available for overtime or in an emergency situation. The term "appropriate" means custodian for custodian, driver for driver, etc.

Section 5. Assigned work on a Sunday will be paid at an overtime rate of 1-1/2 times that employee's rate of pay.

Section 6. Paraeducators used as Substitute Teachers: Paraeducators who are removed from their normal duty assignment to fill a temporary vacancy within the classroom of a certified teacher shall receive an additional \$3.00 per hour served in this capacity to account for the additional supervisory and classroom management responsibilities.

B. Insurance:

Section 1. Selection of program and Carriers: All insurance carriers and programs shall be as selected by the District Insurance Committee, on which this Unit shall have a representative.

Section 2. Continuity of coverage: It is understood that the District is not an insurance carrier, and is responsible only for premium contributions and transfer of premium payments as established by the Agreement between the parties. The District is not responsible for funding any claim settlements. However, the District agrees to abide by the decision of the Insurance Committee, and maintain the insurance program designated by such Committee, so long as such contribution is possible through the term of this Agreement.

Section 3. Insurance programs: The District will contribute to Health Insurance according to the following formula:

- A. For the 2023-2024 school year, the District will contribute one thousand one hundred forty-eight dollars and three cents (\$1148.03) per month toward the cost of a participating Employee's monthly insurance premium. During the 2024-2025 school year, the District will contribute the same amount as during the 2023-2024 school year plus share any premium change that is not offset by plan reserves 80% District and 20% Employee.
- B. The contribution will apply to classified personnel enrolled in the program.

Section 4. Eligibility and duration of insurance contribution:

- A. Benefits provided in this Article are designated for employees who are assigned to work 20 hours or more in the average week. The District health insurance contribution will be prorated according to full-time equivalency (FTE) for Employees assigned to work 20 hours but less than 30 hours in the average week. Those assigned to work 20 hours or more in the average week during the 2006 fiscal year will continue to receive the full District contribution. Employees hired on or after July 1, 2006 or who request and receive a reduction in work hours on July 1, 2006 and thereafter will receive prorated contributions according to the percent of full-time worked. Calculations will be based on the number of hours for which an employee is formally hired to work through School Board action, and temporary increases or decreases in schedules made from time to time shall not be used to change the anticipated District contribution.
- B. An employee is eligible for School District contribution as provided in this Section so long as he/she is employed by the District. Upon termination of employment all District contribution shall cease, effective the last pay period.
- C. Retirees may remain on the group insurance program, subject to 2-18-704, M.C.A., but shall be responsible for all premium payments.

Section 5. Maintenance of Benefits: There will be no reduction in the level and/or kind of insurance benefits provided employees during the school fiscal year. The fiscal year is defined as July 1 through June 30, however reductions may take place during a fiscal year, with Association agreement upon the recommendation of the School District Insurance Committee.

ADDENDUM B - GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM	
COLUMBIA FALLS SCHOOL DISTRICT No. 6	Page 1 of 2
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. _____ B. _____ C. _____	
Grievant's Signature: _____ Date given to Immediate Supervisor: _____	
IMMEDIATE SUPERVISOR'S RESPONSE:	
A. _____ B. _____ C. _____	
Supervisor's Signature: _____ Date given to Grievant: _____	
GRIEVANT'S RESPONSE:	
A. _____ B. _____ C. _____	
Grievant's Signature: _____ Date given to Superintendent: _____ _____	

SUPERINTENDENT'S RESPONSE:

- A. _____

- B. _____

- C. _____

Superintendent's Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

- A. _____

- B. _____

- C. _____

Grievant's Signature: _____ Date given to Board Chair: _____

BOARD'S RESPONSE:

- A. _____

- B. _____

- C. _____

Board Chair's Signature: _____ Date given to Grievant: _____

THIS GRIEVANCE IS BEING PROCESSED TO ARBITRATION

Association President's Signature: _____ Date given to Board Chair: _____

RESOLUTION OF GRIEVANCE:

☐ Informal ☐ Immediate Supervisor ☐ Superintendent ☐ Board ☐ Arbitration

Resolution: _____

Date of Resolution: _____

