School District No.6
Board of Trustees
and
Columbia Falls Classified Employees
Association Union
MFPE

COLLECTIVE BARGAINING AGREEMENT

SCHOOL YEAR
2025-2026

Signatures of Approval

This Agreement made and entered into this 14 day of July, 2025, by and between the Board of Trustees and School District No. 6, County of Flathead, State of Montana, hereinafter referred to as the "Board" and the Columbia Falls Classified Employees Association Union, a unit of MFPE, hereinafter referred to as the "Union".

In Witness Thereof

The Chair and Clerk/Business Manager of the Board, by the authority vested in them, pursuant to the resolution passed by a majority of the Board, have on behalf of the Board subscribed their names and the President, Vice President 1, Vice President 2, Vice President 3, and Secretary/Treasurer of the Union, by authority in them vested by a majority of the membership of the Union, have hereunto subscribed their names on behalf of the Union.

On the 14 day of July, 2025.

For: Board of Trustees

Chair, Board of Trustees – Signature

Jill Rocksund
Chair, Board of Trustees – Print

Clerk/Business Manager – Signature

Dustin Zuffelato
Clerk/Business Manager – Print

For: The Union

Emily McCaffree
Unit President – Signature

Emily McCaffree
Unit President – Print

Vice President – Signature

Katherine E Slater
Vice President – Print

Within thirty (30) days of the signing of this Agreement, the District will post an electronic copy of the agreement on the School District Website.

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PREAMBLE

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 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 1 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

1:1 Recognition

1:1:1 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.

1:2 Appropriate Unit

1:2:1 The appropriate unit shall include all classified personnel of the School District to include the following:

A. Paraeducators/Aides (SPED, Library, Computer, Bus, Copy, Classroom, Study Hall)
B. School Food Service Personnel (Kitchen Helpers, Cooks, Delivery Driver)
C. Maintenance Personnel (Groundskeepers)
D. Custodial Personnel
E. Transportation (Drivers, Mechanics, Mechanic's Assistant, Warehouse / Delivery Driver, Garbage Truck Driver, Dispatcher)

Excluding any employee whose employment is of a temporary, casual, or seasonal character, including those hired to work during the summer break.

1:3 Recognition Term

1:3:1 The Union hereby recognized the Board as the exclusive collective bargaining representative of School District No. 6, for the term of the professional Agreement.

Article 2 - DEFINITIONS

2:1 Terms and Conditions of Employment

2:1:1 Terms and Conditions of Employment shall mean wages, hours, fringe benefits and other conditions of employment subject to those limitations defined by the Act.

2:2 School Board and School District
2:2:1 Board of Trustees of School District No. 6, Columbia Falls, Montana.

2:2:2 School District No. 6, Columbia Falls, Montana.

2:3 Classified Personnel or Employee
2:3:1 Members of the appropriate bargaining unit as defined in Article 1:2.

2:4 Administration
2:4:1 Employees of School District No. 6 to include Superintendents, Assistant Superintendents, Administrative Assistants, Principals, Assistant Principals, Directors, Supervisors, and/or those appointed by the Board for legal representation.

2:5 Assignment
2:5:1 The direction of an Employee by the District to a different position without the use of an interviewing process.

2:6 Union
2:6:1 Columbia Falls Classified Employees Association Union, affiliate of MFPE.

2:7 MCA
2:7:1 Montana Code Annotated

2:8 RIF
2:8:1 Reduction in Force

2:9 Seniority
2:9:1 Seniority shall be defined as the total length of continuous service to the District.

Article 3 - UNION RIGHTS

3:1 Representation
3:1:1 The Union shall be the exclusive representative of bargaining unit members.

3:2 Names and Addresses
3:2:1 The Union will be provided with the names and addresses of all Employees by September 15th of each school year, when such a request is received by the District.

3:3 Mail and Postings
3:3:1 The Union may use the intra-district mail service, bulletin boards, email system, and mail boxes for communication purposes.

3:3:2 No information, which is derogatory or inflammatory toward the District or its Employees, shall be posted or placed in the intra-district mail system or sent through the District's email system.

3:3:3 The District shall carry Union mail between buildings. However, the District will assure no responsibility for said mail.

3:4 Union use of District Facilities

3:4:1 With prior approval of the building's administrator, the Union shall have the right to use school buildings to conduct meetings provided that such use does not interfere with normal instructional programs, building maintenance, health and safety conditions, or previously scheduled activities. No charge shall be made for use by the exclusive representative.

3:5 School Equipment

3:5:1 The Association will 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.

Article 4 - RIGHTS OF THE BOARD

4:1 Rights of the Board

4:1:1 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, lack of 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 RIGHTS AND RESPONSIBILITIES

5:1 Probationary Period

5:1:1 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.

5:1:2 At any time during the probationary period an employee may be disciplined or discharged without hearing or recourse to any formal procedure.

5:2 Performance Evaluation

5:2:1 A formal program of Employee Evaluation shall be established to ensure 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 Superintendent, or his/her designee, who shall make the final determination.

5:2:2 Written evaluations shall be prepared on a form specified by the Board of Trustees.
5:2:3 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.

5:3 Personnel File

5:3:1 The personnel file is intended for the confidential use of the District and its agent. Except as required by law, none of its contents shall be released to any other person or agency without the written permission of the Employee.

5:3:2 Each Employee shall have the right, upon request, and in the presence of a District Representative, to review the contents of his/her personnel file.

5:3:3 No material regarding an Employee's conduct, service, character or personality shall be placed in the file unless the Employee has an opportunity to read such materials and respond to and/or rebut said materials.

5:3:4 Letters of caution, consultation, warning, admonishment, and reprimand shall be considered permanent in an individual's file.

5:4 Employment Status

5:4:1 Full-Time Employee: Employed on at least a 180-day working day per regular school year basis and normally paid on at least a 30 hours per week basis.

5:4:2 Part-Time Employee: Normally paid on at least 20 hours per week basis, but less than 30 hours per week basis.

5:4:3 Temporary Employee: Any employee hired to fill a position created for a definite period of time, not to exceed six months, and not renewable.

5:4:4 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.

5:5 Non-Discrimination Clause

5:5:1 No employee in the appropriate unit shall suffer discrimination, jeopardy, or coercion, in the employment or promotional opportunity because of Association membership or legal activity, or for refusing to participate in the same.

5:6 Education and Job Training

5:6:1 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:

A. Time off with pay;
B. Mileage;
C. Lodging or Tuition Fees; or
D. Any portion thereof.

5:7 Employment Security

5:7:1 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.

5:7:2 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 No. 6 property, unauthorized use of District computer equipment, use of tobacco, alcohol, drugs, or under the influence of drugs and alcohol.

5:7:3 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.

5:7:4 Letters of caution, consultation, warning, admonishment, and reprimand shall be considered permanent in an individual's file.

5:7:5 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 a certified mail certificate will meet the intent of this subsection. The first copy of any such material shall be furnished without change to the employee upon request.

5:8 Employee Rights

5:8:1 An Employee shall be entitled to have a representative of the Union or its affiliate during any appearance before the Board or its agents. An Employee shall be given notice of reason for such meeting.

5:9 Reprisals

5:9:1 There will be no reprisals of any kind taken against any Employee by reason of his/her membership in the Union or participation in any of its lawful activities.

5:10 Individual Rights

5:10:1 The Board shall not discipline or discriminate against any Employee because of religious, political, or personal activity except as prescribed by Montana Statutes.

Article 6 - AUTHORIZED DEDUCTIONS

6:1 Continuing Membership

6:1:1 Dues Check Off: Upon written authorization of any member of the Association, the Employer shall deduct from the pay of the employee, the amount of dues as certified by the Secretary of the Association and shall deliver the dues to the Association's designee. Commencing in October and each month thereafter through June, the District shall deduct in pro-rated equal nine (9) installments the monies that are so authorized. New authorizations when received by the District during the school year will be deducted prorata. The Secretary of the Association 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 15 of each year.

6:1:2 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 on a monthly basis. The District shall also provide a list, on or before the 20th of each month of all newly hired employees as well as those that resign from positions covered under the agreement (defined as the appropriate unit).

6:1:3 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.

6:2 Salary Deductions

6:2:1 In addition to salary deductions required by law, the following salary deductions will be permitted at the request and upon written authorization of the Employee in the form set forth herein.

6:3 Membership and Representation Fees

6:3:1 The Union, as Exclusive Representative of all Employees, will represent such persons fairly, whether members or not.

6:3:2 Membership shall be made available to all who apply, consistent with the Union constitution and policies.

6:3:3 It is understood that the District is responsible only to deduct and transmit such funds as are appropriate under the above provisions, and the Union shall defend and hold harmless the District from any suit alleging misuse of funds by the Union.

6:4 Deductions

6:4:1 The Board further agrees to deduct from salaries of the Employee such insurance premium as said Employee individually and voluntarily authorizes the Board to deduct and to transmit monies promptly to such organization.

6:4:2 The Board furthermore agrees to deduct from the Employee's individual payroll check, upon receipt of written and voluntary authorization, Employee contributions to a credit union account, a tax-sheltered annuity and/or a savings account.

6:4:3 The District shall transmit the monies promptly.

6:4:4 It is understood that the District's ability to deduct under this provision is regulated by the ability of the computer system, and when the capacity of that system is reached, no further additions to the list of agencies or organizations honored will be made. However, there shall be no less than the current number of deductions authorized.

Article 7 - JOINT COMMITTEES

7:1 Insurance Committee

7:1:1 The Insurance Committee shall designate the insurance program and select all Insurance program carriers used by the District as stated in Article 15.

7:1:2 The Insurance Committee shall consist of three (3) appointees by the Board of Trustee, three (3) appointees by the Certified Union and one (1) appointee by the Columbia Falls Classified Employees Association, Union, and the Superintendent.

7:2 Calendar Committee

7:2:1 The Calendar Committee shall be utilized to determine the school calendar for the academic school year.

7:2:2 The Calendar Committee shall consist of Administrators, Certified Union Members, Classified Association Union Members, and appointed Board Members.

Article 8 - PAID LEAVE

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

8:1 Vacation Leave

8:1:1 Part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

8:1:2 Employees working less than twelve months per year may:

A. 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;
B. Receive a payoff for their accumulated vacation leave at the end of the school year. This payoff will be for all accumulated vacation leave;
C. Carry vacation leave forward as permitted by law;
D. Vacation leave will not be limited to days that school is not in session;
E. Vacation leave payoffs as outlined in option 2, above, will not be considered time worked.

8:1:3 Leave shall be used if the employee works one-half hour less than their scheduled (expected/assigned) daily number of hours.

8:1:4 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 or as stated in 8:1:3, employees must request vacation leave utilizing AESOP program ten (10) days in advance of the date of the proposed leave. Requests made within the ten (10) day window must be pre-approved by their supervisor. Leaves requested shall be granted on a first come, first serve basis.

8:2 Sick Leave

8:2:1 The provisions of State Law on sick leave shall be followed.

8:2:2 Sick Leave may be used for personal or immediate family illness or disability, personal medical appointments, quarantine, or communicable disease.

> **8:2:2:1** For the purpose of this article, immediate family will be defined as spouse, child, father, mother, brother, sister, grandparent, grandchild, foster and step relations, guardians, aunts, uncles, first cousins, and/or in-laws, bearing any of these relationships, and any person living in the Employee's household.

8:2:3 Donating sick leave: If an employee is in need of additional sick leave due to an illness and qualifies for the sick leave bank in accordance to District Policy, and the employee has used all available leaves, members of this agreement may donate hours of sick leave to that employee's sick leave bank.

8:3 Bereavement Leave

8:3:1 Bereavement leave for the immediate family shall be provided to 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-law's bearing any of these relationships, and any person living in the employee's household.

8:3:1:1 This leave shall be limited to five (5) days with no loss of sick leave. An employee may use sick leave for leave granted in excess of this amount limited to an additional five (5) days for a total maximum of ten (10) days.

8:4 Holidays

8:4:1 Employees shall be granted the following paid holidays:

Day	**Date**
New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th *
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th
Three Floating Holidays	Dates of the days shall be determined by mutual agreement between the District and the bargaining unit representatives.
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 vacation 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.

8:5 Jury Duty Leave

8:5:1 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.

8:5:2 If the Employee on Jury Duty is excused before noon, he/she shall return to the District.

8:6 Other Leaves

8:6:1 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.

8:7 Union Leave

8:7:1 The District shall grant a maximum of 24 hours per year of leave for union officers to conduct business throughout the school year.

8:8 Public Office Leave

8:8:1 Employees elected or appointed to a public office in the city, county or state shall grant unpaid leaves of absence, not to exceed 180 days per year, while they are performing public service. Employees must be restored to their positions, with the same seniority, status, compensation, hours, locality, and benefits as existed immediately prior to their leaves of absence for public service. An employee granted a leave of absence shall make arrangements to return to work within 10 days following the completion of the service of which the leave was granted unless the employee is unable to do so because of illness or disability injury certified to by a licensed physician. (39-2-104, MCA)

Article 9 – LEAVE WITHOUT PAY

9:1 Leave Without Pay

9:1:1 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 Article 15 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.

Article 10 - LAYOFF AND REDUCTION IN FORCE

10:1 Conditions

10:1:1 When the Board determines that it is necessary to reduce the number of Employees by reason of a decrease in funds, by a decrease in student enrollment, instructional program changes, or by return to duty of an Employee on leave, it may make a reduction in force.

10:2 Application

10:2:1 The reduction in force procedure shall apply to all Employees to the extent allowed by law, including Employees on leave in the same manner as if they were working.

10:2:2 Layoff: When the District decides to reduce staff, the following method shall be used:

A. **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:

1. Kitchen Helpers	7. Mechanics	12. Computer Lab Paras
2. Custodians	8. Mechanic's Assistant	13. Copy Room Para
3. Warehouse/Delivery Driver	9. SPED Paras	14. Bus Aides
4. Cooks	10. Classroom Paras	15. Student Hall and I.S.S.
5. Drivers	11. Library Paras	16. Dispatcher
6. Maintenance Groundskeepers		

10:2:3 Bumping: When an employee is subject to layoff, he/she may bump the least senior employee working in another 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 (5) 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.

10:2:4 Notification: The District shall give an employee subject to layoff at least ten (10) working days notice in advance of the effective date of layoff.

10:3 Seniority

10:3:1 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. If those employees normally work full-time, one year of work (school year or calendar year) shall equal one (1) 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.

10:3:2 A Seniority List will be maintained by the District and will be sent to the Union on or before December 1st.

10:4 Recall

10:4:1 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 (10) 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.

Article 11 - VACANCIES, ASSIGNMENTS AND TRANSFERS

11:1 Vacancies

11:1:1 Whenever a newly created or vacant position is to be filled, the District will post a notice of the opening within five (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.

> **11:1:1:1** 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 situations. The term "appropriate" means custodian for custodian, driver for driver, etc.

11:2 Transfers

11:2:1 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 (5) 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 (5) 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 10 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 (1) academic year. Assessment of employee performance shall be reviewed with the Classified union officials and the 30 day probationary period may be extended if deemed necessary and agreed upon by the Classified union officials and administration.

11:2:2 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.

11:3 Assignments

11:3:1 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 as 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 reason(s) for the decisions from the District.

11:4 Temporary Services

11:4:1 Work performed in the job classifications covered under this agreement, which lasts 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.

11:5 Requesting Transfer

11:5:1 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 12 - WORKING CONDITIONS

12:1 Basic Work Week

12:1:1 A work week shall normally consist of five (5) consecutive eight (8) hour work days and shall normally total forty (40) hours of service with two consecutive days off. The work week shall begin Monday and end on Sunday.

> **12:1:1:1** 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.

12:1:2 Any Employee, who is scheduled to work more than forty (40) hours per week, will receive overtime at the rate of 1-½ times his/her regular rate of pay. When an alternate work schedule is agreed upon, such as ten (10) hours per day (40 hours per week), only those hours in excess of 40 hours per week shall be considered overtime and paid at 1-½ times the normal rate. An employee working summer months when school is not in session may petition the District for an alternate work schedule. Approval of the alternate work schedule is at the sole discretion of the District.

> **12:1:2:1** An employee working two or more different classifications throughout the days, at different rates of pay, must be paid overtime at a weighted average hourly rate per the Fair Labor Standards Act (FSLA).

12:1:3 An Employee whose schedule is changed will normally be given three (3) working days advance notice. In unusual circumstances, not on a regular basis, management reserves the right to schedule employees without prior notice.

12:1:4 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.

12:1:5 Time and Attendance shall be reported by clocking-in/out utilizing the District's electronic software program. Discrepancies between the time calculated by this time stamped in/out function and the actual time worked shall be reported to the supervisor and corrected (manually) as needed to represent the actual time works.

12:2 Work Day

12:2:1 A work day shall normally consist of eight hours of continuous work with the following being incorporated into that work day:

12:2:1:1 An unpaid 30 minute meal break to be taken in the approximate middle of each shift consisting of at least six hours.

12:2:1:2 Employees who are directed to work through their duty free uninterrupted, 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 12:1:2.

12:3 Work Year

12:3:1 The regular work year for Kitchen Helpers, Drivers, and Paraeducators/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 13 – CONTRACTED WORKERS

It is the intent of the parties to preserve the work and job opportunities of the current 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. 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.

13:1 Contract Workers

13:1:1 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, work that can be performed more efficiently by an outside firm that specializes in the type of work, specialized tools and/or equipment that the District does not possess or is no longer financially viable to continue to maintain.

13:1:2 The District may utilize the services of contracting employees through an outside firm in the circumstance 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 shall no longer be used.

13:1:3 The above provisions apply to the usual operations of the School District. However, when the Superintendent deems it necessary for the efficient operations of the District, the School District reserves the right to schedule employees as necessary.

Article 14 – COMPENSATION

14:1 Longevity

14:1:1 Each employee will have added to his/her base hourly wage the sum of 10 cents for each year of service to the District since July 1 in the year in which the employee was hired.

14:1:1:1 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.

14:2 Wages

14:2:1 The wage scale attached shall be the salary payable to members of the bargaining unit:

	CATEGORIES						
Designations	1	2	3	4	5	6	
Journeyperson	19.98	21.49	23.34	25.36	29.16	19.98	

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

1. Kitchen Helpers
2. Custodians, Cooks, Warehouse/Delivery Driver, Non CDL Bus Driver
3. Driver, Dispatcher
4. Maintenance/Groundskeeper/Mechanic's Assistant
5. Mechanic
6. Paraeducators/Aides

14:3 Lead Employee

14:3:1 Lead Employees, as designated by the job description, will receive an additional $2.00/hr. to the regular pay for their classification.

14:4 Hire Date

14:4:1 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.

14:5 Special Provisions for Transportation Personnel:

14:5:1 Dead Time Pay

14:5:1:1 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 immediate standby. Driver must remain on-site, at the same venue as the students.

14:5:1:2 When an employee is otherwise off shift, the employee shall receive one payment per day equivalent to $15.00 per hour for each hours of "Dead Time", up to eight- hours maximum.

14:5:2 Overnight Trip Pay

14:5:2:1 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.

14:5:2:2 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's provided in "14:8:2:1" 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.

14:5:2:3 The computation for meal allowances is established in Section 2-18-501 and 2-18-502, MCA.

14:5:2:4 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.

14:5:2:5 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 a daily bus route that transports students from home to school.

14:5:3 Dead Time and Sleep Time will not be considered as "time worked".

14:5:4 Compensation for Dead and Sleep Time shall not be considered in the formula for determining the "regular rate of pay".

14:5:5 Compensation for all non-route trips will be a minimum of one hours at the current "Drive Time" rate.

14:5:6 Cancelled Trip: A driver assigned to a trip which is subsequently cancelled within less than 24 hours shall be paid for two hours at the Driver Time rate unless the driver is assigned another trip.

14:5:7 Mandatory First Aid/CPR Training and Driver Physicals

14:5:7:1 The District will pay up to $175.00 for required journeyperson bus driver physicals.

14:5:7:2 All-time engaged in mandatory First Aid/CPR training classed will be paid at the employee's regular rate.

14:5:7:3 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).

14:6 Work on Sunday

14:6:1 Assigned work on a Sunday will be paid at an overtime rate of 1-1/2 times that employee's rate of pay.

14:7 Paraeducators used as Substitute Teachers

14:7:1 Paraeducators who are reassigned by the Principal 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. Study Hall Paraeducators who are assigned by the Principal to supervise an additional class of students as a result of an inability to secure a substitute teacher within their normal classroom shall receive an additional $3.00 per class period in which they are required to supervise the additional class load.

14:7:2 Paraeducators covering for teachers will still get their 30 minutes duty free meal break. If a paraeducator is covering all day for a teacher, he/she does not get the additional $3.00 per hour for the teacher's prep period. During the prep time the paraeducator needs to help cover other duties available during that time. Example: recess, lunch room, etc.

14:8 First Aid/CPR

14:8:1 All staff who are required to have their CPR and First Aid certification as outlined in their job description will have the District reimburse the employee for all costs incurred, up to thirty-five dollars.

Article 15 – BENEFITS

15:1 Insurance

15:1:1 Mutual Selection of Carriers

15:1:1:1 All Insurance program carriers shall be selected by an insurance committee.

15:1:1:2 For further Insurance Committee reference, see Article 7 - "Joint Committees"

15:1:2 Continuity of Coverage

15:1:2:1 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.

15:1:2:2 The District is not responsible for funding any claim settlements.

15:1:2:3 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 positive through the terms of this Agreement.

15:1:3 Claims Against the District

15:1:3:1 It is understood that the School District's only obligation is to purchase and pay such amounts as agreed to herein and that no claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

15:1:4 Eligibility and Durations of Insurance Contribution

15:1:4:1 An Employee is eligible for School District contribution as provided in this section so long as the Employee is employed by the District. Upon termination of employment all District contributions shall cease, effective the last pay period.

15:2 District Contributions

15:2:1 For the 2025-2026 school year, the District will contribute one thousand one hundred twenty-eight dollars ($1,128.00) per month toward the cost of a participating Employee's monthly insurance premium.

15:2:2 The contribution will apply to classified employees in the program.

15:2:3 Retirees may remain on the group health insurance program, subject to 2-18-704, MCA, but shall be responsible for all premium payments.

15:2:4 Benefits provided in this Article are designated for all Employees who are assigned to work twenty (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 twenty (20) hours but less than thirty (30) hours in the average week. Those assigned to work twenty (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.

15:3 Maintenance of Benefits

15:3:1 There will be no reduction in the level and/or kind of insurance benefits provided to 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.

15:4 School District Events

15:4:1 All Employees, spouses, and dependent children will receive free admission to all school sponsored activities.

Article 16 - EMPLOYEE TRAVEL

16:1 Mileage

16:1:1 All approved miles driven by an employee from one job site to another in the employee's own vehicle shall be compensated at a rate established by 2-18-503, MCA, per authorized mile.

16:2 Expenses

16:2:1 Employees who attend training and other conferences at the direction of the District shall be reimbursed in accordance with the rates established in statute for state Employees, upon presentation of appropriate receipts.

Article 17 – SAVINGS CLAUSE

17:1 Rendered or Declared Invalid

17:1:1 Should any part of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part of provision of the Agreement, shall not invalidate the remaining parts or provisions hereof; provided, however, upon invalidation the parties agree to meet at reasonable times and places and re-negotiate such part or provision affected. The remaining parts or provisions shall remain in full force and effect. However, all such re-negotiations shall maintain as nearly as possible the full intent of this Agreement as it is currently negotiated.

Article 18 – DURATION AND REOPENING

18:1 Term and Reopening

18:1:1 This Agreement shall remain in full force and effect for a period commencing on July 1, 2025 or upon ratification by the parties, whichever is later, through June 30, 2026. 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.

18:2 Effect

18:2:1 this Agreement constitutes the full and complete agreement between the School District and the exclusive representative representing the employees. The provisions herein 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.

18:3 Finality

18:3:1 Any matter 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.

18:4 Severability

18:4:1 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.

18:5 Duration and Reopening

18:5:1 The term of this Agreement shall be from July 1, 2025 or upon ratification, whichever is later, through June 30, 2026 and the contract will continue to remain in force for an additional period of one (1) year thereafter unless either party gives written notice to the other at least sixty (60) days prior to the expiration date of its desire to renegotiate this Agreement.

Article 19 - GRIEVANCE PROCEDURE

19:1 Grievance Definition

19:1:1 "Grievance" shall mean an allegation, in writing, by an Employee resulting in a dispute or disagreement between the Employee and the District as to the interpretation or application of the policies and the terms and conditions contained in this Agreement.

19:2 Representation

19:2:1 The Employee, administrator or District may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

19:3 Definitions and Interpretations

19:3:1 Extension

19:3:1:1 Time limits specified in this Agreement may be extended by mutual agreement, in writing.

19:3:2 Days

19:3:2:1 Reference to days regarding time periods in this procedure shall refer to working day is defined as all week days not designated as holidays.

19:3:3 Computation of Time

19:3:3:1 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.

19:3:3:2 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 legal holiday.

19:3:4 Filing and Postmark

19:3:4:1 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.

19:4 Time Limitations and Waver

19:4:1 Time

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 particular relief sought within ten (10) days after the date of the event giving rise to the grievance occurred.

19:4:2 Failure to File

Failure to file any grievance within such period shall be deemed a waiver thereof, unless conditions existed beyond the control of the grievant.

19:4:3 Failure to Appeal

Failure to appeal a grievance from one level to the next within the time periods hereafter provided, shall constitute a waiver of the grievance.

19:4:4 Effort

An effort shall first be made to adjust an alleged grievance informally between the Employee and the School District designee.

19:5 Adjustment of Grievance

19:5:1 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.

19:6 LEVEL 1

19:6:1 An attempt to resolve the grievance shall be made through informal discussion between the grievant(s) and the immediate supervisor, within the first ten (10) days of filing.

19:7 LEVEL 2

19:7:1 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 (5) days after the discussion in Level 1.

19:7:2 If a grievance is properly appealed to the Superintendent, he/she or his/her designee shall set a time to meet regarding the grievance, within fifteen (15) days after the receipt of the appeal.

19:7:3 Within five (5) days after such meeting, the Superintendent or his/her designee shall issue a decision in writing to the parties.

19:7:4 If no response is made by the grievant to the Level 2 decision within fifteen (15) days, the grievance becomes waived.

19:8 LEVEL 3

19:8:1 In the event the grievance is not resolved in Level 2, the Superintendent's decision may be appealed to the Board Chair within (5) days of receipt of the decision.

19:8:2 The Board shall then hear the grievance not later than its next regularly scheduled meeting or special meeting, and shall render a decision within fifteen days after consideration of the grievance to issue a response in writing to the grievant.

19:9 Step Waiver

19:9:1 Provided both parties agree in writing, any level of this grievance procedure may be bypassed and processed at a higher level.

19:10 Arbitration - Level 4

19:10:1 Procedure

19:10:1:1 In the event the parties are unable to resolve a grievance, it shall be jointly submitted to arbitration as defined herein.

19:10:2 Selection of Arbitrator

19:10:2:1 The parties shall request the Board of Personnel Appeals to submit, within ten (10) days to both parties, a list of seven (7) names.

19:10:2:2 Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking three (3) names each from the list in alternate order, and the name so remaining shall be the arbitrator. With the district being the first to strike a name.

19:10:3 Hearing

19:10:3:1 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.

19:10:4 Decision

19:10:4:1 The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing.

19:10:4:2 Decisions by the Arbitrator in cases properly before him/her shall be final and binding upon the parties.

19:10:5 Expenses

19:10:5:1 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.

19:10:5:2 A transcript or recording shall be made of the hearing at the request of either party.

19:10:5:3 The parties shall share equal fees and expenses of the arbitrator, the cost of 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.

19:10:5:4 The party ordering a copy of the transcript shall pay for such copy.

19:10:6 Jurisdiction

19:10:6:1 The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure.

19:10:6:2 This 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 managerial policy.

19:11 Grievance Form

19:11:1 Grievances must be submitted in writing on the form attached. See Appendix A.

19:12 Election of Remedy

19:12:1 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)].

APPENDIX

FORMS

APPENDIX A - GRIEVANCE FORM

Page 1 of 2

School District No. 6

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 Signature:_____ Date Given to Superintendent:_____

APPENDIX A - GRIEVANCE FORM

School District No. 6

Grievant: Date of Grievance:

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

Union President's Signature:_____ Date Given to Board Chair:_____

Resolution of Grievance:

___Informal ___Immediate Supervisor ___Superintendent ___Board ___Arbitration

Resolution:_____

_____

Date of Resolution:_____