

2019-2021

COLLECTIVE BARGAINING CONTRACT

HELENA SECRETARIES ASSOCIATION

AND

HELENA PUBLIC SCHOOLS

COLLECTIVE BARGAINING CONTRACT

THIS CONTRACT is made and entered into this 1st day of July, 2019, by and between the Helena Secretaries Association Local #8500 of the Montana Federation of Public Employees (MFPE), hereinafter referred to as the "ASSOCIATION" and SCHOOL DISTRICT NO.1 (Helena), LEWIS AND CLARK COUNTY, hereinafter referred to as the "EMPLOYER."

This contract applies to the following bargaining unit of employees of the Employer.

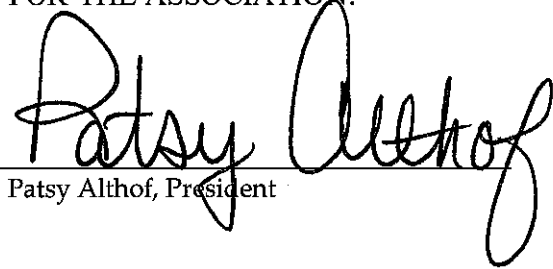
CLERICAL EMPLOYEES

The parties hereto agree to be bound by the covenants set forth on this page and in the following attachments:

General Provisions		Page
Article I	Effect of Law and Rules.....	4
Article II	Severability.....	4
Article III	Management Prerogatives.....	4
Article IV	Non- Discrimination.....	4
Article V	Representation.....	4
Article VI	Association Privileges and Limitations.....	5
Article VII	Notification.....	5
Article VIII	Employer Personnel Rules and Practices.....	5
Article IX	Negotiations During Term of Contract.....	6
Article X	Administration of the Contract.....	6
Article XI	Definitions.....	6
Article XII	Association Security.....	6
Articles XIII	Employee Benefits.....	7
	Pay.....	7
	Salary Schedule.....	8
	Seniority, Longevity, Transfer, Vacancies and Exchange.....	9-11
	Layoffs.....	11
	Vacation.....	12
	Sick Leave.....	13
	Other Leave.....	14-15
	Holiday.....	15
	Job Security.....	17
	Cafeteria Benefits.....	17-19
	Work Day and Other.....	19-21
Article XIV	Grievance Procedure.....	21
Article XV	Election of Remedies and Waivers.....	23

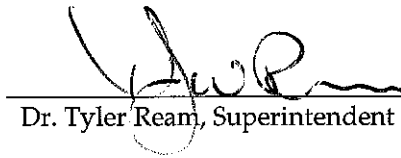
The duration of this Agreement shall be two (2) years from July 1, 2019, provided, however, that it shall be renewed automatically on any termination date, for another one (1) year, in the form in which it has been written and amended or supplemented during its life, unless one party gives written notice to the other part, as least sixty (60) days and not more than one hundred eighty days before its current expiration date, of its intention to terminate, amend, or modify the Agreement. It is intended by the parties that a renewed Agreement shall have the same effect as an original Agreement between the parties.

FOR THE ASSOCIATION:



Patsy Althof, President

FOR THE EMPLOYER:



Dr. Tyler Ream, Superintendent

COLLECTIVE BARGAINING CONTRACT:

THE **Helena Secretaries Association Local #8500**, and SCHOOL DISTRICT NUMBER ONE (Helena), LEWIS AND CLARK COUNTY.

The parties agree as follows:

GENERAL PROVISIONS

ARTICLE I - EFFECT OF LAWS AND RULES

Section 1. This contract is subject to all applicable existing or future laws or regulations of the State of Montana or its political subdivisions.

Section 2. The provisions of this contract are intended to state minimum standards of employee rights and benefits, and the Employer is not hereby prohibited from extending additional benefits to its employees when in its judgment such benefits are justified.

ARTICLE II- SEVERABILITY

Section 1. In the event that any provisions of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE III - MANAGEMENT PREROGATIVES

The Employer retains all rights to manage, direct, and control its business in all particulars, except as such rights are expressly and specifically modified or waived by the terms of this Agreement or any subsequent Agreement.

ARTICLE IV - NON-DISCRIMINATION

No member of the Association shall be discharged or discriminated against for upholding Association principles. Any member working under the instruction of the Association or who serves on an Association committee shall not lose their position or be discriminated against for that reason.

ARTICLE V - REPRESENTATION

Section 1. The Association is recognized and shall serve as the exclusive representative of all employees in the bargaining unit heretofore described except those employees properly excluded from the unit in accordance with the rules of the Board of Personnel Appeals or by agreement of the parties. The following positions are excluded from the bargaining agreement: Human Resource Secretaries, Superintendent's Secretary, Assistant Superintendent and Chief of Staff Secretaries, Clerk's Secretary, and Sub Clerk.

Section 2. The Employer shall not enter into any agreements regarding employment relations matters with any other organization or individual purporting to represent any group of employees in the bargaining unit,

and shall not furnish any facilities or engage in any type of conduct which would imply recognition of any group other than the Association as a representative of employees in the unit, unless specifically authorized to do so by the Association.

Section 3. Reference to the "Association" as representative of the employees means the local and state organization of the Montana Federation of Public Employees. The Montana Federation of Public Employees, and the Employer shall have no obligation to bargain with and shall not bargain or enter into agreements with any committee, chapter, or district organization of the Association in matters covered by this contract, unless such persons are specifically designated by the Association as authorized representatives for such persons.

ARTICLE VI - ASSOCIATION PRIVILEGES AND LIMITATIONS

Section 1. The unit, with prior approval, shall be allowed to use the facilities of the Employer for meetings when such facilities are available, and the meetings would not conflict with the business of the Employer.

Section 2. Authorized representatives of the Association will be allowed to visit the work areas of employees during working hours and confer on employment relations' matters to the extent that such visitations do not disrupt the work activities of the department, and with prior approval of the Superintendent.

Section 3. The Employee shall be provided payroll deduction for dues in accordance with existing state laws.

ARTICLE VII - NOTIFICATIONS

Section 1. It is the intention of the parties that both the Association and the Employer be kept fully informed about each other's activities on matters having a substantial effect upon the employment relations of the employees in the bargaining unit. To accomplish this objective and in addition to any other notices required in this contract, the parties agree to:

- a. The Employee will be given ten (10) days advance notice of any layoff.
- b. The Employer will provide the Association with a copy of any letter of dismissal, transfer, demotion, layoff, reduction in pay, or suspension for disciplinary reasons given to any employee in the unit, at the time or as soon as possible after it is given to the employee.

Section 2. Every letter of transfer, suspension, demotion, layoff, reduction in pay, or dismissal for disciplinary reasons given to an employee in the unit shall contain a notice to the employee that they may be represented by MPEA in an appeal from the disciplinary action.

ARTICLE VIII - EMPLOYER PERSONNEL RULES AND PRACTICES

Section 1. Information on policies, procedures, and personnel actions affecting employees in the unit shall be furnished to the Association without the requirement of an individual employee filing a grievance on the matter.

Section 2. The Employer shall not publish expansions or interpretations of personnel rules and regulations having an effect upon employment relations in the unit, without notice to the Association on the particular

expansion or interpretation. This notice shall provide the date for the Board of Trustees meeting reviewing and/or ruling upon the change. The notice shall be provided to the **Association** President.

ARTICLE IX - NEGOTIATIONS DURING TERM OF CONTRACT

Negotiations will be opened at any time that a change in law or personnel rules or official acts by persons or bodies other than the parties hereto nullifies any of the terms of this contract or requires a substantial change in the rules or employment relations practices of the Employer. Negotiations at this time will be confined to the particular matter affected.

ARTICLE X - ADMINISTRATION OF THE CONTRACT

Section 1. Except as provided in Appendix 1, Grievance Procedure, the parties retain all remedies provided them by law, including but not limited to complaints to the Board of Personnel Appeals or resort to the courts. However, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as may be provided by the appropriate department.

Section 2. Any personnel action taken by the Employer which it is thereafter agreed by the Employer or found by an arbitrator, the School Board, the Board of Personnel Appeals or a court, to have been improper or contrary to a provision contained in this Agreement shall be promptly corrected, and an employee deprived of rights by such action shall be furnished retroactive relief to the extent possible under law.

ARTICLE XI - DEFINITIONS

Section 1. When referring to time limitations in this contract, unless otherwise specifically stated, the word "days" means working days.

Section 2. When referring to the word "departments," the following shall apply:

- a. All employees employed on a less than full-time (8 hours per day, 5 days-per week) basis are to be considered as one department.
- b. All full-time employees employed 10 months or less per school year are to be considered as one department.
- c. All full-time employees employed on a more than ten (10) month per school year are to be considered as one department.

ARTICLE XII - ASSOCIATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association.

Section 2. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed the Association by such employee for dues. The Employer will remit to the Association such sums within 15 calendar days. Changes in the Association membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Association and shall be done at least 30 calendar days in advance of such change.

Section 3. The Employer, within 30 days of the signing of this Agreement, shall present the Association with a list of names and addresses of all current employees covered by this Agreement, and shall provide an updated list upon request.

Section 4. The Association will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any check-off of Association dues.

ARTICLE XIII - EMPLOYEE BENEFITS

Section 1. Pay

Employees shall be provided all of the rights and benefits to which they are entitled by law or by personnel policy including but not limited to such matters as compensation, holiday, leaves, and fringe benefits. The following provisions shall apply to all members of this unit.

- a. All employees will serve a 1 -year probationary period.
- b. Placement on the clerical salary schedule for time worked, other than time worked in a position covered by this agreement, shall be limited to the following:
 - (i) Effective July 1, 2015, an employee who leaves the District, other than layoff, shall have previous time covered by this agreement granted upon being rehired by the District. This provision shall be applicable for pay purposes only.
 - (ii) An employee covered by this agreement who takes a position within the District not covered by this agreement, shall return to their former step on the pay matrix upon returning to a position covered by this agreement.
 - (iii) The District shall grant one (1) year experience credit for each two years employed as a paraprofessional.
 - (iv) Effective July 1, 2019, a new employee can be credited for up to one (1) year of verifiable job-related experience and placed on step one on the salary schedule. Effective July 1, 2020, a new employee can be credited for up to two (2) years of verifiable job-related experience and placed on step two on the salary schedule.

2019-2020				2020-2021			
YEARS	Grade I	Grade II	Grade III	YEARS	Grade I	Grade II	Grade III
0	\$15.11	\$15.66	\$16.25	0	\$16.92	\$17.54	\$18.20
1	\$15.33	\$15.88	\$16.46	1	\$17.17	\$17.79	\$18.44
2	\$15.56	\$16.09	\$16.67	2	\$17.42	\$18.03	\$18.67
3	\$15.77	\$16.32	\$16.89	3	\$17.66	\$18.28	\$18.92
4	\$15.97	\$16.53	\$17.10	4	\$17.89	\$18.52	\$19.16
5	\$16.20	\$16.76	\$17.33	5	\$18.14	\$18.77	\$19.41
6	\$16.41	\$16.96	\$17.55	6	\$18.38	\$18.99	\$19.66
7	\$16.63	\$17.18	\$17.76	7	\$18.63	\$19.24	\$19.90
8	\$16.86	\$17.40	\$17.98	8	\$18.88	\$19.49	\$20.13
9	\$17.07	\$17.62	\$18.19	9	\$19.12	\$19.73	\$20.37
10	\$17.27	\$17.83	\$18.40	10	\$19.34	\$19.97	\$20.61
11	\$17.49	\$18.05	\$18.63	11	\$19.60	\$20.22	\$20.86
12	\$17.71	\$18.26	\$18.85	12	\$19.83	\$20.45	\$21.11
13	\$17.94	\$18.48	\$19.06	13	\$20.10	\$20.70	\$21.35
14	\$18.16	\$18.70	\$19.29	14	\$20.34	\$20.95	\$21.60
15	\$18.40	\$18.95	\$19.52	15	\$20.61	\$21.23	\$21.87
16	\$18.63	\$19.16	\$19.73	16	\$20.86	\$21.46	\$22.10
17	\$18.84	\$19.40	\$19.97	17	\$21.10	\$21.73	\$22.37
18	\$19.05	\$19.60	\$20.18	18	\$21.34	\$21.95	\$22.61
19	\$19.28	\$19.82	\$20.41	19	\$21.59	\$22.20	\$22.86
20	\$19.49	\$20.04	\$20.59	20	\$21.83	\$22.44	\$23.06
21	\$19.70	\$20.25	\$20.79	21	\$22.07	\$22.68	\$23.28
22	\$19.92	\$20.47	\$21.04	22	\$22.32	\$22.93	\$23.57
23	\$20.14	\$20.70	\$21.27	23	\$22.56	\$23.18	\$23.82
24	\$20.35	\$20.91	\$21.48	24	\$22.79	\$23.42	\$24.06
25	\$20.71	\$21.26	\$21.84	25	\$23.20	\$23.81	\$24.46
26	\$20.71	\$21.26	\$21.84	26	\$23.20	\$23.81	\$24.46
27	\$20.71	\$21.26	\$21.84	27	\$23.20	\$23.81	\$24.46
28	\$21.07	\$21.59	\$22.19	28	\$23.60	\$24.19	\$24.85
29	\$21.07	\$21.59	\$22.19	29	\$23.60	\$24.19	\$24.85
30	\$21.07	\$21.59	\$22.19	30	\$23.60	\$24.19	\$24.85
31	\$21.40	\$21.95	\$22.52	31	\$23.97	\$24.59	\$25.23
32	\$21.40	\$21.95	\$22.52	32	\$23.97	\$24.59	\$25.23
33	\$21.40	\$21.95	\$22.52	33	\$23.97	\$24.59	\$25.23
34	\$21.40	\$21.95	\$22.52	34	\$23.97	\$24.59	\$25.23
35	\$21.40	\$21.95	\$22.52	35	\$23.97	\$24.59	\$25.23

Section 2. Seniority, Longevity, Transfers, Vacancies & Exchange

- a. Seniority means an employee's length of continuous service with their assigned department since their last date of hire.

- b. Longevity shall be computed from the date the employee began regular uninterrupted service with the School District in a position covered by this Agreement except as for an interruption caused by layoff. A maximum of two years longevity will be granted in the case of a continuous period of layoff that exceeds two years. Although seniority earned in one department is not transferable to another department, seniority earned in individual departments shall be retained and recognized as transfers may occur and as layoffs caused by a reduction in force may occur.
 - (i) To be absent from the job due to layoffs except as previously defined will be considered lost time for purposes of longevity and seniority; however, previous service upon re-employment shall count towards longevity and seniority.

 - (ii) An employee's continuous service for purposes of longevity and seniority shall be broken by voluntary resignation, discharge for just cause, and retirement.

 - (iii) Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.

- c. Transfers

"Transfer" shall be defined as an administratively initiated change of personnel to another assignment within the district. The Board and Association both agree that voluntary and involuntary transfers may be both necessary and desirable to fulfill the District's educational goals and policies.

 - (i) Voluntary Transfer

Bargaining unit members wishing to voluntarily transfer to another assignment shall initiate a request in writing with the Personnel Office. Considerations may be given to transfer requests as assignments are made. The District will consider qualifications, work performance and other relevant criteria (relevancy determined by the District) when making the decision to honor or not honor a transfer request. Where transfer criteria are considered equal by the District, then seniority shall be the determining factor should the District decide to honor a voluntary transfer request. The District reserves the right of assignment, and the right of transfer, for all Association positions.

 - (ii) Involuntary Transfers

The Board and Association agree that involuntary transfers should be held to a minimum. Management will consider extra-ordinary circumstances as part of the decision-making process. Before any bargaining unit member is subject to an involuntary transfer, the bargaining unit member shall have the opportunity to discuss the transfer with the Personnel Office.

a. Vacancies

Vacancies shall be defined as the existence of a District-determined need to obtain additional staff resulting from unfilled assignments within the District.

Prior to posting a bargaining unit vacancy announcement, an email will be sent to the bargaining unit president indicating the position location.

Newly created bargaining unit positions shall be classified prior to posting a vacancy announcement. Exceptions to this requirement can be made with approval of the association president.

Bargaining unit members wishing to apply for District-determined vacancies shall make application during the defined recruitment period.

Where specific training, experience, or other qualifications are prerequisites, such considerations shall be stated in the vacancy notice.

In each instance, following the application deadline date, existing staff shall be extended first consideration. First consideration is defined as the opportunity to complete all competitive screening and testing tasks required of non-member candidates and an interview.

The employer will make an effort to fill all bargaining unit positions with a bargaining unit member if the applicants are determined to be equally qualified through the selection process identified for the position.

The Personnel Office shall notify bargaining unit applicants, in writing, of action on the vacancy.

The Association acknowledges that the personnel needs of the School District must supersede the personal needs of any applicant.

(i) Vacancies During the School Year

Seven (7) calendar days before the deadline for application, information regarding vacancies shall be publicized by posting notices on-line.

The Board and Association recognize the importance of workplace continuity, as well as the fact that existing staff may best qualify for and desire a position becoming available during the school year. It is also recognized that the most prudent method of filling vacancies may occur at the beginning of the next school year.

If an existing bargaining unit member is selected to fill a vacancy, it shall be so announced. The administration, however, shall determine when the staffing change shall occur. A temporary replacement may be hired up to sixty (60) working days to complete the remainder of the school year in the initial vacancy. The successful, in-District applicant shall assume the duties of the initially advertised position no later than the beginning of the ensuing school year.

(ii) Vacancies During Summer Months

Vacancies which occur during the summer vacation shall be publicly advertised on the District website at least ten (10) calendar days before the deadline for applications, except if management is notified of a vacancy that occurs five (5) days prior to or after the first Pupil Instruction Day. Vacancies occurring within this period will be filled in a manner which best meets the immediate needs of the district and are not subject to the provisions of this Article.

b. Exchange

The District recognizes the value that a change of assignment may provide to a bargaining unit member and to the District. The potential for improved services, personal development, training and the opportunity to expand and explore areas of interest are factors that could be reasons to participate in an exchange. A reasonable effort shall be made to return the members to the assignments held immediately prior to the exchange. Members that do exchange may mutually request by May 1 that the exchange be made permanent upon administrative approval.

In-District: members who would like to exchange assignments for one year shall submit requests to their supervisors/principals by May 1. The supervisors/principals shall review the requests; conduct interviews, and forward recommendations to the Personnel Office for a final decision.

For the purposes of Article XIII bargaining unit members may grieve district assignment, involuntary transfer, vacancy, or exchange decisions only if a member's rate of compensation or degree of benefits are reduced as a result of district action, or if the procedures stipulated for involuntary transfer are not followed.

c. Layoffs

Layoffs caused by reduction in force shall be in order of seniority within the department in which employed; that is, the employee last hired shall be the first released. Should the least senior employee for layoff occur in the Central Administration Offices. The employee who may be bumping into the Central Administration Offices position must possess the necessary training, knowledge, skills and abilities to function in that position as determined by the District, in order to execute the bumping. If no current employee meets the criteria for the Central Administration Office position, then the layoff will be assigned to the next least senior employee outside of the Central Administration Offices. The District will meet with the Union Leadership and discuss the rationale and receive input prior to any final decision regarding execution of bumping rights at Central Administration Offices being finalized. Employees who are not laid off but impacted by a layoff shall not experience loss of salary. Permanent and part-time employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall be likewise in order of seniority within the department in which employed; that is, the last employee released as a result of a reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Association a copy of such notification and if the employee fails to notify the Employer within ten (10) calendar days of their intention to return to work, the employee shall be considered as having forfeited their right to re-employment.

No permanent employee shall be laid-off while there are temporary employees serving in the same department, except employees employed under Federal programs. Provided, however, that no employee employed under a Federal program shall become an employee of the district if there are laid-off employees who are qualified for the position available.

Section 3. Vacations

- a. Each permanent full-time employee earns annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they can use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule:

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

- b. An employee who terminated their employment for reason not reflecting discredit on themselves shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that employee has worked the qualifying period.
- c. Annual leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year.
- d. If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's vacation credits.
- e. In the event of a death of an employee, unused earned vacation time shall be paid the employee's heirs at their current rate of pay.
- f. The Business Office shall keep records of vacation leave allowances.
- g. Seniority will be the prevailing factor for scheduling vacation with the approval of the supervisor.
- h. Leave of absence without pay may be used to extend regular vacation, with prior approval of the Superintendent or School Board.
- i. The dates when annual vacation leaves are granted shall be determined by agreement between each employee and the employee's immediate supervisor, according to the best interest of the employer and each employee.
- j. To apply for vacation leave, an employee shall complete a District Vacation Request

Form and submit it to the employee's supervisor.

- k. Employees employed ten (10) months or less who have vacation credits in excess of 130 hours of accumulation and used appropriate vacation credits when students were not in attendance, may request pay for the vacation credits in excess of the 130 hours of accumulation within ten (10) calendar days following the employee's last scheduled work day of the current school year.

Section 4. Sick Leave

- a. Each permanent full-time employee is entitled to and shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.
- b. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- c. Full-time, temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
- d. An employee who terminates their employment with the School District thereof, is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to their accumulated sick leave. The pay basis of the employee's salary or wage at the time they terminate employment.
- e. An employee of the School District who receives a lump sum payment pursuant to this Agreement and who is again employed by the School District shall not be credited with any sick leave for which he has previously been compensated.
- f. Absence from employment by reason of illness shall not be charged against unused vacation leave credits unless approved by the employee.
- g. Sick leave charges and credits shall be charged to the nearest one-half (1/2) hour to be kept in buildings until it accrues to one-half (1/2) day.
- h. Any holiday that falls during a period that an employee is on sick leave shall not be charged against sick leave credits.
- i. The Employer may require proof of illness in cases of excessive use of sick leave.
- j. Sick Leave Enumeration: At the request of the employee, the School District will attach a statement informing the employee of their accrued sick leave credits and vacation time.
- k. In the event of life-threatening illness in the immediate family, a full-time employee may request to utilize up to ten (10) days of accumulated sick leave per year for emergencies. In case of doubt, the administration shall make the final decision. The employee's immediate

family shall consist of the following: spouse, parents, grandparents, brothers, sisters, children, grandchildren, and the same relatives of the employee's spouse in a like degree.

1. During the school year any District employee may, at the employee's discretion, donate not more than two (2) days, nor less than one-half (1/2) day, of sick leave to a District employee who is in need and will exhaust sick leave due to a personal illness or a serious health condition of the employee's spouse/domestic partner or minor child (under age 18). The total of such donated sick leave shall not exceed sick leave accrued by the recipient at the time the illness began. Limitations herein shall not prevent the Administration from allowing greater consideration if extenuating circumstances exist. Any such donor shall notify the Superintendent on forms provided by the District of the intention to make such donation. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Superintendent of the requested leave transfer. Donated leave will be drawn in order of date of such receipt. A drawing will be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused sick leave shall be returned to the donor(s).

Section 5. Other Leave

a. Military Leave

Any permanent employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard shall be given leave of absence with pay for attending regular encampments, training cruises, and similar training programs, not to exceed fifteen (15) working days per calendar year under military order properly issued by military authorities. Such absences shall not be chargeable against other leave credits earned by the employee.

b. Jury Duty and Witness

(i) Each employee called for jury duty under proper summons for a court or judicial proceedings shall be granted leave with pay. Juror fees shall be applied against the amount due the employee from their Employer.

(ii) An employee to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer.

However, if an employee elects to charge their witness time off against their annual leave, they shall not be required to remit their witness fees to their Employer. In no instance is an employee required to remit to their Employer any expense or mileage allowances paid to them by the court.

(iii) The Employer may request the court to excuse their employees from jury duty if they are needed for the proper operation of the department.

c. Maternity Leave. The Employer shall grant a reasonable leave of absence, without pay, for pregnancy. No employee may be terminated because of pregnancy.

- d. Leave Without Pay. A leave of absence without pay may be granted by the Employer upon written request of the employee. The request shall state the reason for the leave and the approximate length of time off the employee desires.
- e. MFPE Annual Conference Leave. A total of fifteen (15) paid hours each year will be granted to the Union for selected union members to participate in the MFPE Annual Conference.

Section 6. Personal Leave

All personnel covered by this salary schedule are to have three days personal leave without loss of pay. 12-month employees will have four days personal leave without loss of salary.

Section 7. Bereavement Leave

In the event of death in the immediate family, an employee may be granted up to ten days leave of absence with pay per incident. The number of days authorized for such leave will be determined by the immediate supervisor after reviewing the circumstances of each particular case.

Section 8. Holidays

- a. Employees shall be granted the following holidays without loss of pay:

- Independence Day + 1 day (12 month only)
- Labor Day
- Thanksgiving Day + Friday After Thanksgiving
- Christmas Day +1 day
- Martin Luther King Day
- New Year's Day
- President's Day
- Memorial Day

- b. School Calendar Related Paid Days: All employees covered by the terms of this Agreement who are not scheduled to work during the following breaks shall receive the following School Calendar Related Paid Days:

- (i) The day before Thanksgiving
- (ii) Any business day that falls within the Winter Break, not normally credited as a holiday as noted above
- (iii) Spring Break

None of these days shall rollover for any reason. There shall be no substitution of these days. If an employee is scheduled to work these days, they are not considered school calendar related paid days, only paid days for the employee's regular schedule. These days are not considered holidays for holiday pay as noted below.

This benefit is determined by the school calendar and cannot exceed 13 days in any given

year without mutual agreement.

- b. All holidays listed in (a) above will be granted to all permanent and part-time employees.
- c. Employees required to work a holiday will be paid at one and one-half (1 1/2) times their regular rate of pay. An additional day will be granted in lieu of the holiday worked.
- d. If any legal holiday falls on a Sunday, the Monday following shall be considered a holiday with pay unless the Monday is a pupil instruction day in which case the preceding Friday shall be considered a day off with pay. Further bargaining unit members shall have a holiday with pay on the Friday preceding a legal holiday falling on a Saturday.
- e. As the Vigilante Parade continues to be held on a regular scheduled school day, and as students continue to be dismissed early, all bargaining unit members will be released with pay for the day one-half hour before the Vigilante Parade starts.

Section 9. Job Security

- a. Probationary Period.
 - (i) The probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the appointing authority, meet the required standard of performance.
 - (ii) The initial probationary period shall be 1- year. However, this period may be extended for an additional twenty (20) workdays upon mutual consent of the Employer and the Employee with notification to the Association.
 - (iii) If the appointing authority determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice by the Employer.
- b. Permanent Status.
 - (i) Any employee who has not been notified fifteen (15) calendar days prior to the end of the employee's probationary period of an unsatisfactory performance shall automatically attain permanent status.
- c. Dismissal.
 - (i) The Employer may remove any employee with permanent status only for cause, but not before furnishing the employee and the Association personally or by registered mail with a written statement of the statutory or other grounds and the specific reasons for dismissal in sufficient detail to apprise the employee of the facts.

This provision shall not, however, be construed as precluding the Employer from relieving an employee immediately from his official position or from excluding them from their post or place of duty or employment pending preparation and giving notice of dismissal.

Section 10. Cafeteria Benefits Plan

a. Cafeteria Benefits Plan

The District shall contribute to the employee cafeteria benefit plan an amount of \$781.00 per month per full-time employee for 2019-2020 and an amount of \$up to \$822.00 per month per full-time employee for 2020-2021. Any employee not enrolled in the district health insurance plan will have an amount equivalent to the single premium (or prorated portion for part-time employees) contributed directly to the Non-Participation account and the employee will not receive that portion of the cafeteria benefit. It is the responsibility of the Health Benefits Committee to review all benefits contained in the cafeteria benefit plan and make recommendations concerning the cafeteria benefits. The Health Benefits Committee shall provide the Board of Trustees and the Union with information regarding any recommendations for changes in the cafeteria benefit plan prior to requesting approval from the Board of Trustees. Benefits may not be reduced without action of the Health Insurance Committee.

The District shall maintain, as allowed by Section 125 of the Internal Revenue Code, a salary reduction plan for flexible spending accounts. Participating employees shall assume the cost of the individual annual participation fee.

Part-time employees shall receive benefits proportional (based on FTE amount) to those received by full-time employees.

Any cafeteria benefit amount not designated for use in the cafeteria plan may be used by the employee for a tax-sheltered account available through the District payroll. If an employee does not elect to use all the District contributions for cafeteria plan benefits or a tax-sheltered account, the balance may be taken as cash. Part-time employees may receive a prorated cash amount (minus the single premium prorated health insurance rate) if they choose not to be a member of the health plan.

A summary of Cafeteria Plan benefits shall be furnished to all employees.

b. Cafeteria Plan Offerings

The Health Benefits Committee shall recommend the required and optional offerings of a cafeteria plan of benefits to the Board of Trustees for approval. The Cafeteria Plan will include as a required minimum, Health Coverage (including Dental and Optical), and life Insurance for employees.

The School District's only obligation in the above Article is to make the appropriate payment including written authorized withholdings from the employee to the insurance policy, carrier, or trust. The School District is not obligated or held liable for the failure of an insurance policy, insurance company, insurance provider and/or trust to provide coverage and/or failure to pay benefits. The partially self-funded benefits program(s) is not subject to this Section.

c. Part-Time Employees

For purposes of insurance coverage an employee shall be considered full-time if he/she is

regularly scheduled to work 40 hours per week. Employees regularly scheduled to work less than 40 hours per week shall have the District's contribution prorated based on hours worked.

Employees hired prior to July 1, 2006 shall be considered full-time for the purposes of insurance coverage if he/she is regularly scheduled to work 35 or more hours per week.

d. Insurance Committee

The District Insurance Committee shall review and make recommendations to all District employee groups and the Board of trustees on matters concerning the District's insurance program. The Association shall appoint members to the Committee in accord with the representation guidelines stipulated in the District Insurance Committee operating guidelines.

e. Enrollment Under Medical Plan

New enrollees should inquire through the District Business Office as to procedure for enrolling. Any employee who desires to have membership after the deadline date for the enrollment must apply and provide evidence of good health acceptable to the insurance company. Coverage for the employee's spouse or dependents are subject to the terms of the insurance policy.

f. The Non-Participation Account

On June 30th of each school year the amount of the "Cash Balance", the "Reserve for Attachment Point" and the "Reserve for Run Out" of the Self-funded Health/Benefits plan will be reviewed to determine the distribution of the Non-Participation account. If the "Cash Balance" amount is less than 1.25% of the combined total of the "Reserve for Attachment Point" and the "Reserve for Run Out" amount then the amount in Non-Participation account will be placed in the Self-funded Health/Benefits Plan as it accumulates during the next school year. If the "Cash Balance" amount is greater than the 1.25% as explained above then the amount in the Non-Participation account will be placed in the general fund budget as it accumulates during next school year.

Section 11. The work day shall not exceed eight (8) hours excluding a lunch hour not to be longer than one (1) hour or less than one-half (1/2) hour. The work day and lunch hour shall be set by the immediate supervisors. Any hours worked over 40 (forty) will be paid at the overtime rate of 1.5 times the hours worked over (40) forty. All overtime must be pre-approved by the employee's immediate supervisor in advance of the time worked.

Section 12. There shall be a fifteen (15) minute coffee break each morning and each afternoon.

Section 13. Employees who have a work day of eight (8) hours shall have summer hours not to exceed seven and one-half (7 1/2) hours in any one working day starting the day after school ends (the last PI or last PIR day, whichever comes later) and ending on the day school begins (the first PI or PIR day, whichever comes earlier).

Section 14. Each employee under this Agreement shall be provided a reasonable amount of time off for: Parent/teacher conferences

Medical and dental appointments

Section 15. The work year for ten-month employees shall begin ten (10) work days before the first day of school for students and ends five work days after the last day of school for students. Adjustments may be mutually agreed upon in writing by the employee and the immediate supervisor.

Work Days for a 10-Month Secretary

Classroom days or PIR	185
days: Holidays:	9
Work days before school year	10
starts: Work days after school	5
year ends:	13
School related paid days (up to)	222
TOTAL WORKDAYS	

Section 16. All building secretaries shall be dismissed one-half (1/2) hour after the end of the student day before Christmas break.

Section 17. If either the Association or the Employer question whether a certain position belongs in the bargaining unit, the Association and the Employer will meet and discuss the inclusion or exclusion of that position in the bargaining unit. Requests for such discussions shall be initiated in writing by either the Association president or the District personnel manager. If agreement cannot be obtained, then either party may file a unit clarification with the Board of Personnel Appeals.

Section 18. The District will contribute \$8,000.00 per school year to a professional development pool for Secretary Staff. Grant applications will be submitted to Human Resources and approved by the bargaining unit members of the LMC and sent to the District's Professional Development committee for informational purposes. Grant application must include the following: training title, description of training, start and end date of training, hours training will occur, training provider, breakdown of cost to attend training, and how this training applies to secretary employee. If any of the Professional Development Pool dollars are unallocated by third Friday in May of each school year the remaining dollars will be returned to the District.

Section 19. Starting with the 2000-2001 contract year, any retiring secretary with 20 years or more of secretary service with Helena Public Schools will receive \$100 for each year of secretary service experience payable at the time of retirement. The District will contribute \$100 per month for a period of five (5) years or until age sixty-five (65), whichever comes first toward the retiree's medical insurance premium so long as the retiree stays a member of the District's policy and is ineligible for participation in other employer or federally sponsored medical insurance programs. District contributions shall be made directly to the insurance program on behalf of the participant.

Written notification of retirement plans must be submitted to the District Personnel Office by March 1st to qualify for the retirement benefit. This notification requirement shall be waived if the secretary, after March 1st becomes aware of a health condition, as diagnosed by a medical doctor, that prohibits further employment as a secretary.

Section 20. Travel Reimbursement- Employees, with prior supervisor approval, who are required to use their personal vehicles to conduct school district business shall be reimbursed at the current District mileage rate for vehicle usage.

ARTICLE XIV - GRIEVANCE PROCEDURE

Section 1. For the purpose of this grievance procedure, a grievance shall mean an allegation by an employee, or group of employees, or the Association resulting in a dispute or disagreement between the employee and the school district as to the interpretation or application of the terms and conditions contained in this Agreement.

Section 2. All hearings on grievance appeals shall be closed to the public, unless a public hearing is requested by the employee. The employee shall have the right to representation as follows:

- (i) The term "employee" shall also mean employee's representation.
- (ii) MFPE shall, if requested by the employee, act as the representative of the employee so notify the employee and the Employer.
- (iii) The employee may, at their own expense, or MFPE, at its own expense, select any attorney to represent the employee.

Section 3. The parties hereby agree that informal discussion is encouraged; however; if, through informal discussion, an employee's grievance is not resolved, they may seek relief by following the steps below, in sequence shown:

- a. An employee who feels aggrieved and wishes to file a formal grievance shall state their grievance in writing within fifteen (15) days of the origin of the problem and shall have given his statement to their immediate supervisor.

This statement shall contain the following:

- (i) The employee's name.
 - (ii) Their classification, position, or title.
 - (iii) Their department and section.
 - (iv) Their mailing address.
 - (v) A brief statement of the nature of their grievance.
 - (vi) The specific language in the Agreement allegedly violated.
 - (vii) Proposed solution to the grievance.
 - (viii) Signature of the employee.
 - (ix) The date statement was signed by the employee.
- b. If, within five (5) working days after their delivery of the request to their immediate supervisor, the employee has not received satisfactory relief, they may file their request with the Personnel Office who shall hold a hearing within ten (10) working days after receiving the employee's request. The Personnel Office shall render a decision within five (5) working days following the hearing. Within the established time limitation, the Personnel Office may appoint or utilize an individual or a committee to assist and recommend a course of action.

- c. If, within five (5) working days after rendering of the Personnel Office's decision, the employee is still dissatisfied, he may request a hearing, which will be handled by the Superintendent. The Superintendent shall hold a hearing within fifteen (15) working days following receipt of the employee's request and render a decision within five (5) working days following the hearing.
- d. If no settlement can be reached with the Superintendent, the Association may, within fifteen (15) working days, notify the employer of its desire to submit the matter to arbitration.
 - (i) When the matter is submitted for arbitration, the parties shall attempt to mutually agree upon an impartial arbiter. If no mutual decision can be reached, the State Board of Personnel Appeals shall be asked to submit a list of five (5) arbiters. The first to strike shall be determined by chance, with alternate striking until one name remains. The remaining arbiter, whose decision shall be final and binding upon both parties, shall decide the dispute. The arbiter shall issue a decision within fifteen (15) days of a hearing.
 - (ii) Each party shall share equally the cost of the arbiter. In the event one party requests a transcript of the proceedings of arbitration, the party requesting shall pay all of the costs. If each party requests a transcript, they shall equally share the cost.
 - (iii) The arbiter shall not add to, subtract from, or modify the terms of this agreement.

Any failure or refusal to abide by the terms of this agreement or arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created.

Section 4. Where the term "working days" appears in this grievance procedure, the term shall be interpreted to mean District Administration Office working days rather than employee working days.

ARTICLE XV - ELECTION OF REMEDIES AND WAIVER

The Association and/or any bargaining unit member(s) instituting any actions, proceeding or complaint in a federal agency, state agency, or seeking relief through any statutory process for which relief may be granted the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the bargaining unit member(s) and/or Association shall waive her/his/their right to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.