

LABOR AGREEMENT

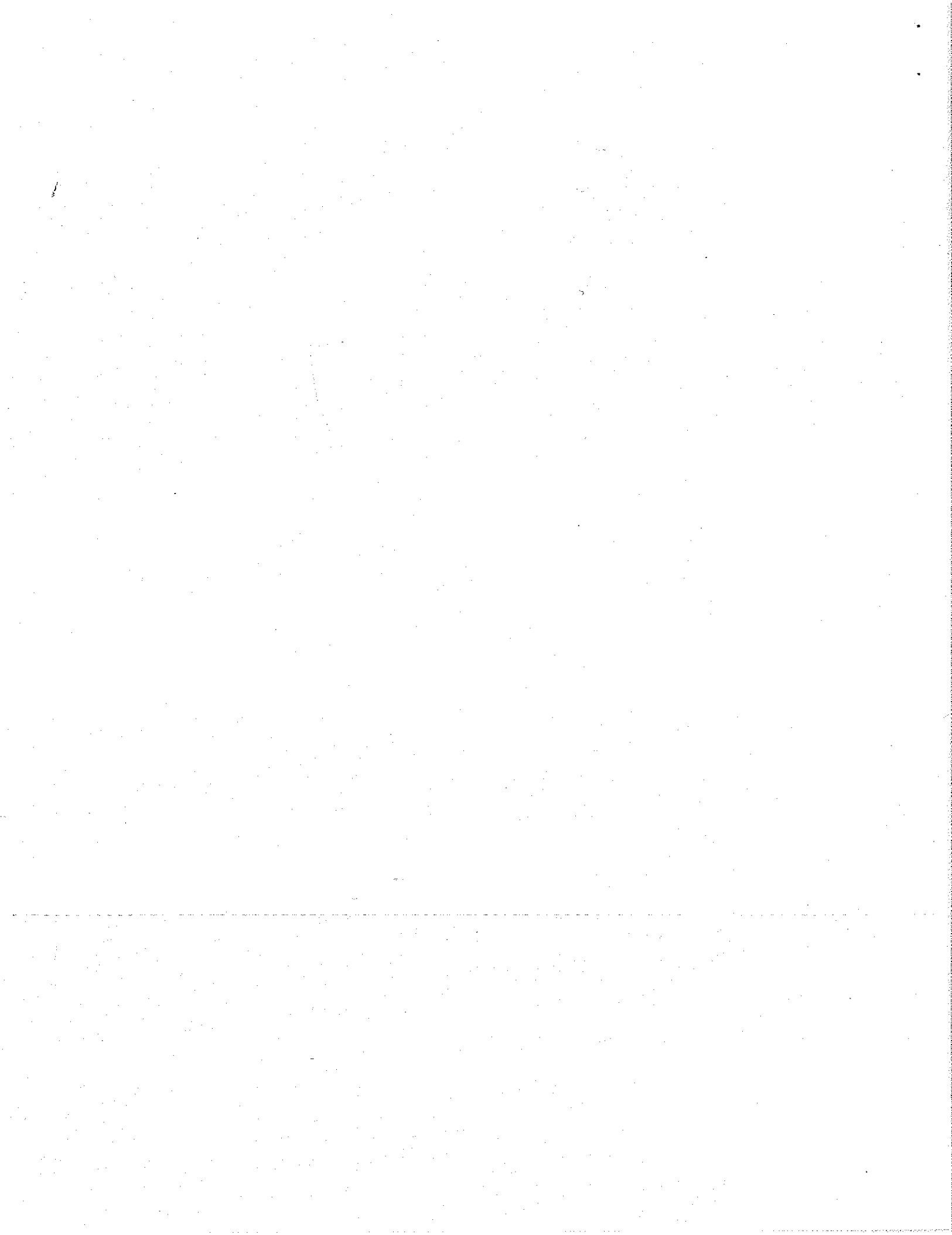
between

The Board of Trustees
Billings School District No. 2
and Billings High School District

and

THE MONTANA PUBLIC EMPLOYEES ASSOCIATION
Custodial/Maintenance/Warehouse Unit

Effective July 1, 2008 through June 30, 2011



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THIS AGREEMENT is entered into effective July 1, **2008**, by and between the Board of Trustees, Billings School District No. 2 and Billings High School District, hereinafter referred to as the "Board," and the Montana Public Employees Association, Inc., hereinafter referred to as the "Association."

ARTICLE 1. RECOGNITION

The Board recognizes the Association as the sole and exclusive representative of all employees within the appropriate bargaining unit, as certified by the Board of Personnel appeals, except it is agreed the unit shall exclude the warehouse foreman, temporary summer employees, and other temporary and substitute employees until they have worked ninety (90) consecutive working days in one position without a break in service.

"A temporary summer employee" is an employee hired during the months of May through September.

The term "employee" or "employees" as used in this Agreement shall mean an employee or those employees in the Bargaining Unit as defined above.

ARTICLE 2. ASSOCIATION RIGHTS

Section 1. In the event the Association designates an employee to act as spokesperson for the Association, such designation shall be in writing, and shall state the length of time of the designation.

Section 2. The Eastern District Representative, after announcing him/herself at the appropriate office at a District building, shall be admitted to such building and allowed to confer with employees concerning employment related matters during working hours, provided that such conferences do not interfere with normal building operations. Should admission of other Association representatives be desired, permission of the building administrator shall be required.

Section 3. The Association shall be allowed to use reasonable space on the bulletin boards which are normally used for employee notices or where designated by the head administrator of each building at which employees are assigned. Such use shall be with the approval of the head administrator of each building, which approval shall not be withheld without cause.

Section 4. With the permission of the head administrator of a school building, the Association and its representatives shall have the right to use meeting rooms at such school at reasonable times for Association meetings as long as such meetings do not interfere with other District activities.

Section 5. To the extent provided by law, the Association shall be allowed reasonable use of

1 For ease in reference, significant differences between this agreement and the preceding MPEA-BPS Agreement appear in bold. Bold has no effect other than for reference.

the internal mail system of the District to communicate with employees. The District shall not be responsible if Association mail is inadvertently mis-delivered or not delivered. School mail shall not be used by the Association for the purpose of supporting any ballot issue or candidate for public office. All mail sent by the Association shall be clearly identified as such.

Section 6. Upon written request by an employee, he/she or an Association representative shall be permitted to examine or copy such employee's personnel file, or that portion of the file as specified in the request.

Section 7. The School District shall release from job duties, without loss of pay or benefits, a maximum of six representatives of the Association for a maximum of six negotiation sessions or a maximum of four representatives of the Association for a maximum of eight negotiation sessions. If negotiations are not completed after such sessions, additional sessions during employee work hours may be arranged by mutual agreement of the parties.

ARTICLE 3. ASSOCIATION SECURITY

Section 1. In accordance with §39-31-203, M.C.A., the Association is allowed the following dues check-off for employees who are members of the Association. The Association will certify to the District its current monthly rate of membership dues and individual members who so desire will submit to the District cards authorizing the dues check-off deduction by the District. In order for a deduction to be made for a given month, a signed authorization card must be in the possession of the District no later than the first day of said month. Upon submission of a properly executed authorization card of the employee involved, the District will deduct from the employee's first and second paycheck of each month one-half of the monthly rate of membership dues. Upon receipt by the District of a written request of an employee, the dues check-off deduction for such employee will terminate.

Section 2. A. The Association as exclusive representative of the employees of the respective units as described in Article 1 will represent all such persons fairly, whether members or not.

B. No employee shall be required to join the Association, but membership shall be made available to all who apply, consistent with the Association Constitution and policies.

C. Effective July 1, 1996, the Association may require of each non-member the payment of the representation fee. The fee shall cover the services of the Association in discharging its obligations to represent members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement.

(i) The amount of such fee shall be determined by the Association.

(ii) The Association will certify the amount of the fee and a list of non-Association members to the School District. The School District shall collect the fee from the non-Association members and transmit the monies to the Association in the same manner specified above for the collection of dues. The District will provide a form to be executed as a condition of employment by each employee not a member of the Association, authorizing a payroll deduction of the representation fee.

(iii) Any dispute concerning the amount, propriety, or the method of collection of the representation fee shall be solely between the affected bargaining unit member and the Association. The Association will provide an internal review procedure wherein non-members may challenge the determination of the fee for Association services in representing members of the bargaining unit in the process of negotiating and administering the collective bargaining agreement. Disputes concerning the representation fee assessed to such non-members may not be processed through the grievance procedure contained in Article 10.

ARTICLE 4. BOARD RIGHTS

Section 1. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the School District to the full extent authorized by law. The Association further agrees that all management rights, functions and prerogatives not expressly delegated in this Agreement are reserved to the School District.

Section 2. The Association shall recognize any agent of the Board selected to represent it in any manner covered by this Agreement as is evidenced by appointment by the Board Chairperson or Superintendent of Schools.

Section 3. The parties recognize the right and obligation of the School District to efficiently manage and conduct the operations of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.

Section 4. The parties recognize that all employees covered by this Agreement shall perform the tasks and services prescribed by the School District. The parties also recognize the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives, and others from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement, and all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws and valid rules, regulations and orders of the State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations,

directives, and orders, shall be null and void and without force and effect. Provided, however, that such Montana laws or other applicable laws and regulations are not incorporated into this Agreement by reference.

ARTICLE 5. MEET AND CONFER

Upon mutual agreement, the District and the Association shall meet and confer to discuss policies or matters which are not included under terms and conditions of employment and which are not the subject of or included in this Agreement.

ARTICLE 6. PAY AND HOURS

Section 1. The salary schedule appears as Addendum A, and is incorporated into this Agreement.

Section 2. A regular work week for full-time employees shall consist of forty hours. A regular work day for full-time employees shall consist of eight hours, exclusive of a thirty minute duty-free lunch period. All full-time employees shall be entitled to two duty-free rest breaks of fifteen minutes each during a regular work day. The times of rest breaks shall be arranged by mutual agreement between the individual employee and the building principal or department head as the case may be. In cases of emergency, an employee shall take his/her rest break at another time during the work day if requested to do so by the building administrator.

Section 3. All time worked in an employee's regular assignment in excess of eight hours in any work day or all time worked in excess of forty hours in any work week shall be paid at the rate of one and one-half times the employee's regular rate of pay, with the exception of overtime worked on any holiday as defined by Article 7 of this Agreement, which shall be paid at the rate of one and one-half times the employee's regular rate of pay, in addition to holiday pay.

Section 4. An employee who is called by the District and reports back to work from off District property to perform emergency, unscheduled duties shall be paid for a minimum of two hours at a rate of one and one-half times his/her regular rate of pay. The two-hour minimum shall not apply if an employee is called and reports early for his/her normal work day.

Subsection 1. Any Custodian who is required to do snow removal in addition to their regular work assignment and comes to work to do so shall be paid at the rate of one and one half times the employee's regular rate of pay for hours worked removing snow.

Section 5. The District shall assign employees work schedules and work locations. Employees shall be notified of work schedules and work location at the time of hiring. If the District changes work schedules or work locations, not requested by the employee, the following procedures shall be followed:

A. An employee will be given at least five (5) working days advance notice before having his/her work schedule or work location changed. In addition, the District will notify the Association at least ten (10) working days in advance of a work schedule or work location change to allow investigation and input by the Association. The only exception to the notice requirement is when an elementary school activity necessitates the rescheduling of hours in any one day in order for the District to avoid paying overtime or call back pay. This exception is limited by the following: The District shall give sufficient advance notice so that the affected employee shall have one (1) completed work shift between the time notice is given and the work shift for which the employee's hours are rescheduled.

B. Seniority will normally be the determinative factor when the District changes work schedules when two or more employees normally work in the same building, and when such employees are employed in the same job classification. However, the District reserves the right to change the work schedule of a more senior employee when, in the opinion of the District, there are additional important considerations present.

C. The desire of employees not to be assigned work schedules which terminate at a later hour than their current work schedules shall be considered should the District change employee schedules.

Section 6. Fringe benefits and insurance programs provided by the District to employees appear on Addendum B to this Agreement, and are incorporated herein. The District will make contributions to the insurance program as designated in Addendum B. It is understood that the District's only obligation is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 7. If an employee is designated by his/her building administrator or departmental administrator to perform substantially all of the duties of another employee who is normally paid at a higher rate for a period of two hours or more, such employee shall be paid at the higher rate. In the event the building administrator or departmental administrator decides not to designate a replacement, no employee shall be expected to perform such work.

Section 8. No employee is automatically entitled to be relieved of duty to compensate for overtime hours worked. However, a building administrator may authorize an employee overtime work to be paid by compensating such employee with relief from duty on the basis of one and one-half (1½) hours relief from duty for each overtime hour worked. During each of the periods July 1 through December 31, and January 1 through June 30, no such employee may accrue as compensatory time-off more than three times the number of hours the employee normally works each work day. In order to accrue compensatory time-off each employee must record such compensatory time-off accrual on his/her time sheet for the period in which the accrual occurs. Such compensatory time-off must be taken by the employee by the end of the period in which the compensatory time-off has been accrued. A grounds crew employee may accrue

compensatory time-off up to five times the number of his/her daily work hours and may take the compensatory time-off within the three months following the period in which such compensatory time-off hours were accrued if seasonal work requires such allowances and if authorized by the Director of Facilities Services. Subject to the above, compensatory time-off shall be scheduled by mutual agreement between the building administrator who authorized such compensatory time-off and the employee so as not to unduly disrupt building or District operations, but the building or departmental administrator shall make compensatory time-off available to the employee before the end of such period in which it is accrued.

Section 9. Any paid leave taken by an employee as established by this Agreement shall be considered as time worked for the purposes of computing overtime pay.

Section 10. Administrators shall not normally perform work performed by employees except when necessity dictates, an emergency arises, regular employees are on leave or vacation, or when qualified employees who would normally perform such work are not available.

Section 11. The District shall pay employees at least twice monthly.

Section 12. Whenever an employee receives an increase in pay, such increase shall become effective on the date the employee assumes his/her new position.

Section 13. Employees who do not work during the summer months shall be notified of their work schedules, work location and date to return to work by August 1 prior to the commencement of the school year and shall be notified by May 1 of the last day of the school year, unless mutually agreed otherwise by the parties.

Section 14. During summer months when school is not in session, the District shall normally assign all full-time employees to work schedules commencing at 7:00 a.m. and terminating at 3:30 p.m., except that the District may assign employees to other work schedules when the District considers it necessary. The District shall give as much notice as practicable when assigning summer work hours.

Section 15. Those employees who work in more than one location in any work day, excluding craft and warehouse employees, shall be paid appropriate mileage for all travel between work locations when they use their own automobile, and such travel shall be considered as time worked.

Section 16. The District and the Association jointly recognize the benefit of electronic deposit of employees' paychecks. The parties strongly recommend that employees participate in the District's electronic deposit program and have their paychecks electronically deposited. For any employee who participates, any and all salary and other payments shall be deposited by the District to such employee's account at a local bank or other depository financial institution which belongs to the Federal Reserve System. Such employee shall designate the bank or financial institution to which direct deposits shall be made on forms supplied by the District. If the

employee does not maintain such account, an account for such direct deposits shall be made available to such employee by the District at no cost.

Section 17. An employee shall accumulate two and one-half (2 1/2) days of service credit for each full year of experience. Said credit shall be compensated to the employee upon termination of services. In applying these provisions, the employees' rate of pay shall be the member's most recent rate of pay times the number of hours worked on a normal work day at the termination of services. No benefits under this section shall be paid to any employee who has less than ten (10) years of service at the termination of services.

ARTICLE 7. HOLIDAYS

Section 1. Permanent employees normally working at least 35 hours per week will be eligible for the following paid holidays:

| | |
|-------------------------|---------------------|
| Independence Day | Day after Christmas |
| Labor Day | New Years Day |
| Day before Thanksgiving | Spring Break Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Spring Day |
| Day before Christmas | Memorial Day |
| Christmas Day | |

In addition to the above-listed holidays, an employee whose position requires regular employment for twelve (12) months per fiscal year and at least 35 hours per week, shall be entitled to four additional holiday days. The dates for the additional holiday days must be mutually agreed upon by the employee and their administrator. A leave request form must be completed by the employee and approved by the administrator to indicate the employee's choice for the additional four holiday days.

Section 2. Other permanent employees shall be eligible for the following paid holidays:

| | |
|-------------------------|---------------------|
| Independence Day | Day after Christmas |
| Labor Day | New Years Day |
| Day before Thanksgiving | Spring Break Day |
| Thanksgiving Day | Good Friday |
| Day after Thanksgiving | Memorial Day |
| Christmas Day | |

Section 3. To be eligible for a paid holiday, an employee of the District must have been on pay status during the day preceding and the day following the holiday.

Section 4. The Spring Day holiday shall be determined by the Superintendent. The District shall notify the employees of the scheduled date for Spring Day holiday prior to September 1 of

the school year during which the holiday will occur.

ARTICLE 8. LEAVES

Section 1. JURY AND WITNESS DUTY Employees who are under proper summons as jurors or witnesses shall collect all fees and allowances payable as a result of the service and forward the fees to the District Business Office. Employees serving on a jury or as a witness shall be paid at their regular rate of pay. However, if an employee elects to charge his/her juror or witness time off against his/her annual vacation leave, he/she shall not be required to remit to the District any expense or mileage allowance paid him/her by the Court. The District may request the Court to excuse an employee from jury duty if he/she is needed for the proper operation of the District or building to which the employee is assigned.

Section 2. SICK LEAVE

Subsection 1. Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 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 accrued. Sick leave credits shall be credited at the end of each pay period.

Subsection 2. Employees are not entitled to be paid sick leave credits until they have been continuously employed for ninety (90) days.

Subsection 3. Other employees are entitled to pro-rated leave benefits if they have worked the qualifying period.

Subsection 4. An employee may not accrue sick leave credits while in a leave without pay status exceeding fifteen (15) working days.

Subsection 5. An employee who terminates employment with the District is entitled to a lump-sum payment equal to 1/4th of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates employment with the District. Accrual of sick leave credits for calculating the lump-sum payment provided for in this Section begins July 1, 1971. The payment therefore shall be the responsibility of the District. However, no employee forfeits any sick leave rights or benefits he/she had accrued as an employee of the District prior to July 1, 1971.

Subsection 6. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment for unused sick leave.

Subsection 7. Employees who are sick for five (5) or more consecutive work days are

required to present a physician's statement upon returning to work. Employees on sick leave for four (4) consecutive work days or less will not be required to present a statement unless there is reason to suspect abuse of sick leave.

Subsection 8. If an employee has exhausted all accrued sick leave credits, he/she may use unused annual vacation leave credits, subject to Section 2, Subsection 9 of this Article.

Subsection 9. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Subsection 10. In the event an employee on annual leave becomes ill, the employee may change his/her annual leave status to sick leave status for the purpose of illness and use available sick leave credits, provided he/she provides appropriate documentation of illness for such period from a licensed physician and receives approval from the Director of Human Resources.

Section 3. ANNUAL LEAVE

Subsection 1. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2,080 hours [52 weeks X 40 hours] shall equal one year. Vacation leave credits earned shall be credited at the end of each pay period.

Subsection 2. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.

Subsection 3. Permanent part-time employees are entitled to pro-rated annual vacation benefits if they have worked the qualifying period of six calendar months.

Subsection 4. An employee may not accrue annual vacation leave credits while in a leave without pay status exceeding fifteen (15) working days.

Subsection 5. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the District, whether the employment is continuous or not.

| <u>Years of Employment</u> | <u>Working Days Credit</u> |
|-----------------------------------|-----------------------------------|
| 1 day through 10 years | 15 days |
| 10 years through 15 years | 18 days |
| 15 years through 20 years | 21 days |
| 20 years or more | 24 days |

Subsection 6. The dates when an employee's annual vacation leave shall be granted

shall be determined by agreement between the employee and the head administrator of the building to which the employee is assigned with regard to the best interest of the District as well as the best interest of such employee. Subject to the above standard, the dates of annual vacation leave for employees shall be based on District seniority within that building, as long as an employee notifies the District of his/her requested dates for annual vacation leave by May 15 of the year in which such annual vacation leave shall occur.

Subsection 7. Annual vacation 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. Excess vacation time is not forfeited if taken within ninety (90) days from the last day of the calendar year in which the excess was accrued.

Subsection 8. An employee who terminates his/her employment for reason not reflecting discredit upon him/herself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period of six months.

Subsection 9. Should an employee's normal pay day fall during such employee's scheduled vacation, the employee may request and receive the pay to be received on his/her pay day in advance of the beginning of his/her vacation. Such request will only be honored by the District if the employee makes a request on his/her regular time sheet filed in the District Business Office at the regular time for such filing, prior to the commencement of his/her vacation which would allow for advance vacation pay to be made to such employee on the normal pay day prior to the commencement of his/her vacation.

Section 4. CRITICAL FAMILY ILLNESS LEAVE

Subsection 1. When the absence of a permanent full-time employee or permanent part-time employee regularly working at least twenty (20) hours per week is caused by critical illness in his/her or the spouse's immediate family, leave of absence without loss of salary or utilization of sick leave will be granted for not to exceed three total work days per occurrence, the particular number of days allowed subject to approval by the Superintendent of Schools, dependent upon circumstances surrounding the illness. In the event circumstances do not permit the prior written application for the leave, the employee shall notify his/her immediate supervisor, and upon the employee's return, a written application will be promptly submitted to the Superintendent of Schools, explaining the nature of the circumstances surrounding the absence. If the critical illness involves the employee's spouse or child, up to three additional days may be allowed at the discretion of the Superintendent of Schools, such days to be deducted from sick leave.

Subsection 2. "Critical illness" means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside, and shall include

attendance at the birth of a child. "Immediate family" includes:

Consanguinity (Related by blood to the Employee)

First Degree **Father or Mother, Son or Daughter (and Spouse)**

Second Degree **Grandparents, Grandchildren (and Spouse), Brother or Sister (and Spouse), Uncle or Aunt (and Spouse), Nephew or Niece (and Spouse), First Cousin (and Spouse)**

Affinity (Employee's Spouse and individuals related to the Spouse)

First Degree **Spouse, Father or Mother, Son or Daughter**

Second Degree **Grandparents, Grandchildren, Brother or Sister, Uncle or Aunt, Nephew or Niece, First Cousin**

Section 5. BEREAVEMENT LEAVE

Subsection 1. When the absence of a permanent full-time employee or a permanent part-time employee regularly working at least twenty (20) hours per week is caused by death in his/her or the spouse's immediate family, leave of absence without loss of salary or utilization of sick leave will be granted for not to exceed five total work days per occurrence. Work day absence beyond this leave will be counted as sick leave.

Subsection 2. "Immediate family" includes:

Consanguinity (Related by blood to the Employee)

First Degree **Father or Mother, Son or Daughter (and Spouse)**

Second Degree **Grandparents, Grandchildren (and Spouse), Brother or Sister (and Spouse), Uncle or Aunt (and Spouse), Nephew or Niece (and Spouse), First Cousin (and Spouse)**

Affinity (Employee's Spouse and individuals related to the Spouse)

First Degree **Spouse, Father or Mother, Son or Daughter**

Second Degree **Grandparents, Grandchildren, Brother or Sister, Uncle or Aunt, Nephew or Niece, First Cousin**

Section 6. MEDICAL LEAVE

Subsection 1. A permanent full-time employee or a permanent part-time employee working at least twenty hours per week who is unable to work because of illness or injury, and who has exhausted all sick leave credits available, or who has become eligible for long-term disability compensation, shall upon request be granted a medical leave of

absence without pay for up to one year. The District may renew such a leave at its discretion.

Prior to granting medical leave pursuant to this section, the District shall not require the exhaustion of remaining sick leave credits available in the case of an employee who is receiving workers' compensation benefits and has utilized the sick leave credits required by the Workers' Compensation division of the Department of Labor.

Subsection 2. A request for leave of absence under this section shall be accompanied by a doctor's written statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his/her normal responsibilities.

Subsection 3. During a medical leave of absence, the employee may have the option of retaining the insurance benefit program that is normally in effect for employees of the District by assuming monthly payments of the entire premium cost "except if, and to the extent, that the provisions of Section 14 of Addendum B are applicable."

Section 7. FAMILY LEAVE

Subsection 1. A family leave for permanent full-time employees and permanent part-time employees regularly working at least twenty hours per week shall be granted by the District. Family leave shall be granted because of the need to prepare and provide parental care for a child or children of the employee for an extended period of time. Care of an adopted child shall qualify for family leave.

Subsection 2. The leave application should be made to the Superintendent of Schools at least three calendar months before commencement of the leave, and must be made within thirty calendar days of commencement of the leave, except in emergencies, and shall indicate the planned ending date of the leave.

Subsection 3. The employee may return to full status upon advice of his/her physician; provided that such employee give a minimum of thirty days notice prior to the date he/she intends to return to work. The employee shall be assigned the same position or a comparable position as the one that he/she held at the time leave commenced.

Subsection 4. An employee who returns from family leave according to the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The employee shall not accrue additional experience credit or leave time during the period of absence for family leave.

Subsection 5. An employee on family leave is eligible to participate in group insurance policy provisions, but shall pay the entire premium for such programs as the employee wishes to retain, commencing with the beginning of family leave. The right to continue

participation in such group insurance programs, however, will terminate if the employee does not return to the District pursuant to this Agreement.

Subsection 6. Leave under this Section shall be without pay or fringe benefits.

Section 8. MILITARY LEAVE Military leave shall be granted pursuant to §10-1-604, M.C.A.

Section 9. LEAVE WITHOUT PAY A leave without pay or fringe benefits, other than family leave or medical leave, for a period of not more than one year, may be granted to an employee at the discretion of the Superintendent of Schools.

Section 10. PUBLIC OFFICE LEAVE Employees selected or appointed to a public office in the city, county or state shall be granted leaves of absence, not to exceed 180 days per year, without pay and fringe benefits, while they are performing public service. During this type of leave, an employee may have the option of retaining for him/herself the insurance benefit programs specified in Appendix B by assuming monthly payments of the entire premium cost.

Section 11. PROFESSIONAL LEAVE Employees may be granted leave without loss of pay for the purpose of attending meetings, workshops, conferences, seminars, inter-school visits, and other similar activities approved by the Superintendent or his/her designee.

ARTICLE 9. HEALTH AND SAFETY

A safety and health committee, consisting of two (2) members designated by the Association from among the District employees and two (2) members designated by the District shall be established. The committee shall meet at mutually agreeable times but not less frequently than twice each semester. Unless extended by the mutual agreement of all members of the committee, each meeting of the committee shall be limited to a duration of one (1) hour. The committee may consider such matters relating to safety and health as the members designated by the Association and the members designated by the District mutually agree, and may make recommendations to the District regarding such matters. Scheduled work hours lost by the employee members of the committee in attending the meetings of the committee shall be with pay.

ARTICLE 10. DISPUTE RESOLUTION

Section 1. The Board and the Association hereby acknowledge that it is desirable for the parties to attempt to resolve problems through informal communications as quickly as possible to the satisfaction of both parties. Nothing contained herein shall be construed to prevent an employee from discussing and resolving a problem with his/her building administrator or department head.

Section 2. Definitions and interpretations.

A. A grievance shall mean an allegation by a member of the bargaining unit of a violation, misapplication, or misinterpretation of any term or terms of this agreement.

B. An "aggrieved employee" or "grievant" means a School District employee who is a member of the appropriate bargaining unit making the claim.

C. The time limits provided in this grievance procedure shall be strictly observed but may be extended by written agreement between the grievant and the School District.

D. Reference to days regarding time periods in this grievance procedure shall refer to working days which excludes Saturdays, Sundays and Holidays observed by the School District.

E. In computing any period prescribed or allowed by procedures herein, the date of the act, event or default from which the designated period of time begins to run shall not be counted.

F. The filing and service of any notice or document herein 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.

G. Failure of the grievant to file a grievance or appeal to the next step within the time limits prescribed herein shall act as a bar to the filing of the grievance or to any further appeal, and an administrator's failure to render a decision within the time limits presented herein shall permit the grievant to proceed to the next step.

H. A form which must be used for the presenting of grievances shall be provided by the School District. Such form, attached hereto as Addendum C, shall be readily accessible in all school buildings.

I. The grievant may be accompanied by a representative. However, employee representatives will not be provided release time to confer on labor relations matters. Grievances shall not be valid for consideration unless submitted in writing on the appropriate form to the Director of Human Resources except that the District may waive this requirement at its discretion.

Section 3. Adjustment of grievance. The grievant and the School District shall attempt to adjust all grievances as follows:

Step I. If a grievant believes there has been a grievance, he/she shall discuss the matter with his/her department head or building administrator as appropriate in an attempt to arrive at a satisfactory solution. If the grievance is not resolved as a result of this meeting, the grievance shall be reduced to writing on the form provided by the School District which sets forth the facts and the specific portions of this Agreement allegedly violated and the particular relief sought. An alleged grievance must be presented in writing on the appropriate form to the Director of Human Resources within 20 days of the occurrence of the event, or within 20 days of the time that the grievant through the use of diligence should have known of the alleged grievance.

Step II. The Director of Human Resources shall meet with the grievant within 10 days after receipt of the written grievance and give a written answer to the grievant within 5 days after the meeting. The grievant has 10 days within which to either accept the answer or appeal it in writing to the next level.

Step III. If the grievance has not been resolved at Step II, it may then be appealed in writing to the Superintendent. The Superintendent or his designee shall meet within 10 days after receipt of the written appeal to discuss the problem with the grievant. Within 7 days of the meeting the Superintendent or his designee shall submit a written answer to the grievant.

Step IV. If the grievance remains unresolved at the conclusion of Step III, it may be submitted for binding arbitration at the discretion of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent's Office within ten (10) days after the date of receipt of the decision at Step III.

(a) If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the Board of Personnel Appeals shall be called upon to submit, within three (3) days to both parties, a list of five (5) names. Within five (5) days of receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name so remaining shall be the arbitrator. Within sixty (60) days of the appointment by the Board of Personnel Appeals, the arbitrator selected shall make an award.

(b) Rules and procedures governing the hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be final and binding and may be enforced in a court of competent jurisdiction in accordance with Montana law.

(c) The arbitrator shall have no power to add to, subtract from or alter or vary in any way, the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement. The Board and the aggrieved party shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.

(d) The fees and expenses of the arbitrator and other costs of the arbitration shall be shared jointly and equally between the Board and the Association. Neither party shall be required to pay any part of the cost of a stenographic record without its consent, provided that failure of a party to share the cost of such record shall be deemed a waiver of the party's right to access to the records.

(e) Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the workday persons required to participate in the hearing shall be excused without loss of pay or other benefits.

(f) Reprisals shall not be taken against any party of interest in the grievance procedure by reason of such participation.

(g) All documents, communications and records shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal through the grievance procedure concerning the particular grievance.

(h) Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

Section 4. Election of remedies. A grievant, or the Association on behalf of any grievant, instituting any action, proceeding or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency or seeking relief through any statutory process for which relief may be granted, subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

ARTICLE 11. JOB SECURITY

Section 1. A probationary period of ninety (90) calendar days shall be utilized for the examination of a new employee. Such probationary period shall begin on the day the new employee first reports for work. During the probationary period, the District may terminate a new employee at its discretion, and said employee shall not have recourse to a grievance procedure.

Section 2. Employees who are awarded promotions shall serve a probationary period,

beginning the first day of service in the new positions and continuing for ninety (90) calendar days. If the employee wishes to return to his/her previously held position within the first forty-five (45) days of the probationary period, the employee shall return to that position and be compensated at the appropriate rate of pay for that position. The District may return such employee to his/her previously held position during the first forty-five (45) days of such probationary period and take any job action it deems appropriate during the second forty-five (45) days of the probationary period if such employee's former position is no longer available.

Section 3. The District retains the right to discipline employees, but no employee shall be suspended with or without pay or discharged from employment for disciplinary reasons except for just cause.

Section 4. Should the School District in its discretion decide to contract with an outside firm for services performed by employees which would result in the loss of employment with the School District by such employees, the Board agrees to evaluate the economic impact of such decision prior to voting on a resolution to enter into a specific contract. In addition, prior to the Board vote on the resolution to enter into a specific contract, the District shall:

- a) notify the Association of its decision to contract at least 60 days in advance of such vote;
- b) provide the Association with all financial and other data which it will consider at the time of such Board vote; and
- c) provide the Association access to the Board at a regular or special Board meeting to provide input, comment, or arguments against contracting or make any alternate or substitute proposal.

With the exception of fulfilling the above conditions, the Board's right to contract for services performed by employees which result in loss of employment shall not be restricted.

ARTICLE 12. SENIORITY

Section 1. Seniority shall mean the total length of continuous service of a permanent employee with the District as a member of the Bargaining Unit from the last date of hire. A permanent employee serving his/her initial ninety (90) day probationary period shall not be allowed to use his/her accumulated seniority until such employee finishes his/her probationary period.

Section 2. There will be the following four job categories and within such categories there shall be the following classifications:

1. CUSTODIAN EMPLOYEES

- A. Custodian Foreman
- B. Custodian VI
- C. Custodian V
- D. Custodian IV and III
- E. Custodian II and I

2. CRAFT EMPLOYEES

- A. Plumber
- B. Painter
- C. Painter/Glazier
- D. Painter Foreman
- E. Carpenter
- F. Electrician
- G. Temperature Control Mechanic
- H. Carpenter Leadman/Hardware Technician
- I. Maintenance Worker I
- J. Maintenance Worker II
- K. Maintenance Worker III
- L. Hardware Technician
- M. Carpenter Leadman

3. WAREHOUSE EMPLOYEES

- A. Assistant Warehouse Foreman
- B. Warehouseman
- C. Lunch Driver
- D. Lunch Driver Helper
- E. Supply Clerk
- F. Warehouse Driver/Utility Driver

4. GROUNDS CREW EMPLOYEES

- A. Grounds Foreman
- B. Groundskeeper
- C. Groundskeeper - Welder
- D. Groundskeeper - Maintenance
- E. Groundskeeper - Janitor

Section 3. Should the Board decide to reduce the number of permanent employees in any of the above listed job classifications, the permanent employee or employees with the least seniority in the classification will be laid off first. Notwithstanding the above:

(a) If there is only one employee in a job classification of Painter Foreman, Painter/Glazier, Warehouse Driver/Utility Driver, Grounds Foreman, Groundskeeper/Janitor, Groundskeeper/Welder, Carpenter, Carpenter Leadman or Carpenter Leadman/Hardware Technician, such classifications as listed below, the employee with the least seniority in the following classification groups will be laid off first as long as no employee receives an increase in his/her hourly wage rate and providing no employee is assigned to a position for which he/she is not qualified in the sole opinion of the District:

Painter Foreman
Painter/Glazier
Painter

Warehouse Driver/Utility Driver
Warehouseman

Grounds Foreman
Groundskeeper/Janitor
Groundskeeper/Welder
Groundskeeper/Maintenance
Groundskeeper

Carpenter Leadman/Hardware Technician
Carpenter Leadman
Carpenter

Any employee reassigned to another job classification because of a layoff resulting from the above shall receive the hourly wage rate of the classification to which he/she is reassigned, and be reassigned to the job classification with the hourly wage rate closest to that of such employee as long as such employee does not receive a wage increase and is qualified for such position in the sole opinion of the District, or

(b) If the number of permanent employees in any job classification of job category 1 (Custodial Employees) is reduced, the employee with the least seniority in any job classification in such category will be laid off, and the more senior employee whose position has been eliminated will be re-assigned to the job classification of a less senior employee with the hourly wage rate closest to that of such senior employee as long as no such employee receives an increase in his/her hourly wage rate and providing no employee is assigned to a position for which he/she is not qualified in the sole opinion of the District. For purposes to this provision the job classifications of Custodian IV and Custodian III will be considered on job classification as will Custodian II and I. Any employee bumped by a re-assignment of a more senior employee shall be entitled to bump into a job classification of a less senior employee in Category 1 with an hourly wage rate closest to such bumped employee as long as no such employee receives an increase in his/her hourly wage rate and providing no employee is assigned to a position for which he/she is not qualified in the sole opinion of the District. For example, if the District decides to reduce the Custodian VI job classification by one position and a Custodian IV is the least senior employee in the Custodial Employees job category, the Custodian VI may bump a less senior Custodian V and be reassigned to a Custodian V. The bumped Custodian V will be reassigned to the Custodian IV position of the laid off Custodian IV. Any employee reassigned to another job classification as a result of the above shall receive the hourly wage rate of the job classification in Category 1 to which he/she is reassigned.

Section 4. When employees in the job category 1, 3, and 4 are called from lay off, employees shall be recalled only within their job category and the senior qualified employee in each category on lay off status who attained at least a satisfactory rating on his/her last performance evaluation shall be offered the open position in such category. However, no employee shall be recalled into a job classification within his/her category which would result in a promotion from the job classification within such category held by such employee prior to lay off. Employees in lay off status who were employed in job category 2 can only be recalled to their previous job classifications within the category.

Section 5. Length of continuous service and seniority shall be considered broken under the

following conditions:

- A. voluntary termination or retirement;
- B. discharge for just cause;
- C. lay off in excess of twelve months;
- D. an employee not returning to work within seven calendar days after notification to return to work (see 6., below)
- E. leave without pay in excess of sixty calendar days except medical leave, which shall extend the limit to one year.

Section 6. For the purpose of Section 5 of this Article, notification by the District to an employee to return to work shall be considered as having been accomplished when the District mails a certified letter to the employee at his/her last known address, as contained in his/her personnel file.

Section 7. No permanent employee in any job classification shall be laid off while temporary or probationary employees are retained in any such job classification.

Section 8. A senior employee shall be entitled to elect to be laid off instead of a junior employee, but the District must be notified of such election within five working days after such junior employee has been notified of his/her lay off.

Section 9. Permanent employees shall be given twenty calendar days advance notice before being laid off.

ARTICLE 13. VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. All vacant or newly created full-time positions not filled by transfers shall be announced seven (7) calendar days before being filled on a permanent basis and shall be filled on a permanent bases within ninety (90) calendar days. The job announcement shall contain the following information:

- A. where application can be made;
- B. date of closing;
- C. salary;
- D. hours and days of work;
- E. job classification to be filled (see Article 12, Section 2).

Section 2. The District shall consider all applicants in the selection process for any vacant or newly created full-time position not filled by a transfer, unless a qualified employee is in lay off status, in which case the provisions of Article 12 shall be followed, and the announcement provisions of Section 1, above, shall not be followed.

Section 3. Unsuccessful applicants shall be so notified at the end of the selection process. An employee who makes a written request shall be allowed to meet with at least one member of the selection panel in order to receive the specific reasons for denial of his/her application for the open position.

Section 4. The District shall appoint no less than three individuals employed by the District to each selection committee and a selection committee shall be formed for each vacant or newly created full-time position not filled by a transfer, unless a qualified individual is in lay off status, in which case the provisions of Article 12 shall be followed.

Section 5. Any qualified employee applying for a vacant or newly created full-time position not filled by a transfer which will result in a promotion or in an increased number of hours worked per week shall be entitled to an interview with the selection committee chosen to fill such position except that no more than three such employees shall be interviewed for each position should more than three employees apply.

Section 6. Subject to the above provisions, the District reserves the right to promote and transfer employees and fill vacant positions. Following the filling of a vacant or newly created full-time position, the District shall provide the Association, at its request, the criteria by which applicants for such position were evaluated during the hiring process. Although not determinative, seniority with the District will be taken into account when evaluating employees.

ARTICLE 14. RATINGS AND WARNINGS

Section 1. All permanent employees shall be evaluated during their probationary period and again during the first year of their employment. Thereafter, evaluations will be performed at the discretion of an administrator but no less frequently than once every three (3) years after the initial year of employment. The performance evaluations shall be conducted by the building principal or department head as the case may be. The process of evaluating employees shall be established by the District.

Section 2. A copy of an employee's evaluation shall be provided to the employee upon its completion. The evaluation shall be considered a confidential document, and shall not be shown to other employees, outside of those in the administrative staff who would normally have access to the document, members of the Board of Trustees, or to any other person without the permission of the employee. If an employee believes the evaluation is incomplete or inaccurate, the employee may submit any objections in writing, which shall be attached to the file copy of the evaluation, provided such written objections are furnished to the District Human Resources Office within twenty (20) working days after receipt of the evaluation report.

Section 3. No letter of caution, warning, admonishment or reprimand shall be placed in an employee's personnel file without first having been shown to such employee. An employee shall have the right to attach written objections to such letters, provided such written objections are

forwarded to the District Director of Human Resources within fifteen (15) calendar days after any such letter has been filed with the District Director of Human Resources. After one calendar year following the date of filing all such material may be removed from an employee's personnel file upon written request by such employee made to the District's Director of Human Resources whose decision on removal shall be final. If the Director of Human Resources decides not to remove such material, it shall remain in such employee's personnel file.

Section 4. There shall be one personnel file maintained by the District for each employee.

Section 5. Material prepared or placed in the personnel file of an employee without conformity to the provisions of this Article shall not be used to the detriment of the employee.

ARTICLE 15. NOTIFICATIONS

Section 1. The District shall notify the Association of any plans for lay off, including a listing of the names of employees scheduled for such lay off.

Section 2. Within five (5) working days after written request by the Association, the District Director of Human Resources shall annually deliver to the Association, a list of names, addresses, classification, average hours worked per week, school or area of work and date of hire of all current employees in the bargaining unit. Within five (5) working days after written request by the Association, the District Director of Human Resources shall deliver to the Association monthly thereafter any changes to the list previously supplied.

Section 3. The District shall provide the Association, and provide access to all employees, a current policy manual of its rules, regulations and policies concerning employees, and shall notify the Association and all affected employees of any changes thereto.

Section 4. The District shall notify employees each pay period of their accumulated sick and annual leave credits.

Section 5. Each employee shall be allowed to view the total set of job descriptions for other employees upon request.

Section 6. The District shall reproduce and provide copies of this Agreement to the bargaining agent for distribution to its members.

ARTICLE 16. TRAINING, SUPPLIES AND COOPERATION

Section 1. Should any employee wish to pursue secondary or post-secondary training or course work to improve skills related to such employee's job description, he/she may submit a proposal, which may include a request for reimbursement and/or leave time, for such training or course

work to the Superintendent who shall approve, disapprove or modify such proposal at his/her discretion.

Section 2. The District shall continue to supply those items of protective clothing as have been supplied in the past, with the addition of rubber gloves for the Custodial staff and insulated coveralls for cold storage use. The District shall continue to make a good faith effort to supply to the employees those tools and that equipment that are reasonably necessary for the execution of their jobs.

Section 3. The District and the Association affirm their joint desire to keep damaging materials off of walls, floors and windows, and to prevent unauthorized persons from tampering with tools and equipment.

Section 4. Reimbursement for Property Loss: The District will repair or reimburse employees the current value up to a maximum of \$500 for any clothing or personal property damaged or destroyed as a result of an assault and/or battery or an act of vandalism suffered by the employee in the course of employment during duty hours or assigned District responsibility. No reimbursement shall be provided for the loss of cash or personal property through negligence.

Subsection 1. To apply for reimbursement, a "Notice of Loss and Claim Reimbursement" form must be filed with the employee's immediate supervisor within twenty (20) days of the occurrence of the damage or loss or the claim will be forever waived.

Subsection 2. A report of the incident will be filed with the appropriate law enforcement agency, and a copy of the report shall be submitted along with the claim. A claim for reimbursement from the employee's insurance carrier(s) shall be made, and a copy of this claim and the insurance carrier(s)' response shall be provided to the District before payment is authorized. Receipts for repair or replacement shall be submitted at the time reimbursement is requested.

Subsection 3. No reimbursement shall be provided for losses fully covered by insurance or when full reimbursement is obtained from other sources.

ARTICLE 17. JOB DESCRIPTIONS

The District has established a job description for each employee. Such job description encompasses the tasks and duties which the District expects the employee to perform. The applicable job description shall be given to each employee upon hire, to those currently employed, and a complete set of job descriptions for those in the bargaining unit shall be delivered to the Association.

ARTICLE 18. NO STRIKE/NO LOCKOUT

There will be no lockouts by the School District, or strikes, including sympathy strikes, or slowdowns of work by the Association, during any period that this Agreement is in full force and effect.

ARTICLE 19. EFFECT

This instrument contains all provisions of the agreement between the Board and the Association on all matters negotiable for agreement under Title 39, Chapter 31, M.C.A., and the parties waive the right to further bargaining during the term of this Agreement. The provisions of this Agreement relating to terms and conditions of employment supersede any and all practices, agreements, policies, understandings, rules and regulations concerning terms and conditions of employment inconsistent with the provisions of this Agreement. However, the parties may meet to negotiate pursuant to Article 20, or upon mutual agreement.

ARTICLE 20. SEVERABILITY

If any provision or part thereof of this Agreement is found to be in conflict with any applicable state or federal law or regulation, such a provision shall be deleted from the Agreement or shall be deemed in effect to the extent permitted by such law or regulation. The remaining provisions of this Agreement shall be in full force and effect for the term of this Agreement. Should any provision or part thereof of this Agreement be declared a nullity by a court of competent jurisdiction for some reason other than conflict with applicable state or federal law or regulation, such provisions shall be deleted from this Agreement, and the parties shall meet to negotiate a replacement provision. The remaining provisions of this Agreement shall be in full force and effect for the term of this Agreement.

ARTICLE 21. RELEASE TIME FOR MPEA OFFICER

Section 1. The District will provide up to sixteen (16) hours per month release time for one Executive Officer to permit said officer to attend to Association business at no loss of salary or fringe benefits. The Association will determine which individual will be released and notify the District prior to February 1. The Association will determine the amount of release time as needed. Such release time shall be reimbursed quarterly to the District on a pro rated basis. For the 2006-2007 school year the notification date in this Article shall be August 1.

ARTICLE 22. TERM

Section 1. This Agreement shall be effective July 1, **2008**, and shall remain in full force and effect through June 30, **2011**, and will automatically be renewed and will continue in full force and effect for additional periods of one year commencing July 1, **2011**, unless either party gives notice to the other not later than April 1, **2011**, or April 1, prior to any subsequent expiration date of this Agreement, of its desire to reopen this Agreement and to negotiate over the terms of a successor agreement.

EXECUTED THIS 16TH DAY OF JUNE 2008.

**FOR: BOARD OF TRUSTEES,
BILLINGS SCHOOL DISTRICT
NO. 2 AND BILLINGS HIGH
SCHOOL DISTRICT**



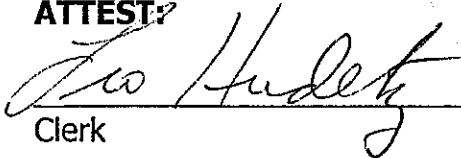
Board Chairperson

**FOR: MONTANA PUBLIC EMPLOYEES
ASSOCIATION**

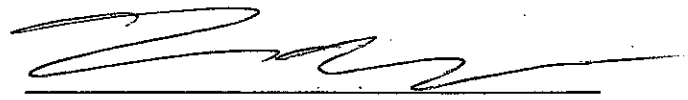


Unit President

ATTEST:



Clerk



Quinton E. Nyman, Executive Director



Bob Chatriand, Field Representative

**Addendum A. - MPEA Salary Schedule
July 1, 2008 - June 30, 2011**

| <u>Job Classification</u> | <u>2008-2009</u> | <u>2009-2010</u> | <u>2010-2011</u> |
|---------------------------------------|-------------------------|-------------------------|-------------------------|
| Assistant Warehouse Foreman | \$16.66 | \$17.39 | \$18.09 |
| Carpenter | 20.80 | 21.58 | 22.36 |
| Carpenter Leadman | 22.35 | 23.19 | 24.02 |
| Carpenter Leadman/Hardware Technician | 23.54 | 24.42 | 25.30 |
| Custodian Foreman | 23.54 | 24.42 | 25.30 |
| Custodian I | 14.31 | 15.04 | 15.74 |
| Custodian II | 14.48 | 15.21 | 15.91 |
| Custodian III | 16.06 | 16.79 | 17.49 |
| Custodian IV | 16.20 | 16.93 | 17.63 |
| Custodian V | 17.65 | 18.38 | 19.08 |
| Custodian VI | 18.98 | 19.71 | 20.42 |
| Electrician | 23.54 | 24.42 | 25.30 |
| Grounds Foreman | 20.49 | 21.26 | 22.03 |
| Groundskeeper | 16.05 | 16.78 | 17.48 |
| Groundskeeper – Janitor | 17.21 | 17.94 | 18.64 |
| Groundskeeper – Maintenance | 16.68 | 17.41 | 18.11 |
| Groundskeeper – Welder | 17.00 | 17.73 | 18.43 |
| Hardware Technician | 20.80 | 21.58 | 22.36 |
| Lunch Driver | 13.36 | 14.09 | 14.79 |
| Lunch Driver Helper | 13.00 | 13.73 | 14.43 |
| Maintenance Worker I | 14.83 | 15.56 | 16.26 |
| Maintenance Worker II | 15.86 | 16.59 | 17.29 |
| Maintenance Worker III | 17.06 | 17.79 | 18.49 |
| Painter | 18.71 | 19.44 | 20.14 |
| Painter Foreman | 20.49 | 21.26 | 22.03 |
| Painter/Glazier | 18.71 | 19.44 | 20.14 |
| Plumber | 23.54 | 24.42 | 25.30 |
| Supply Clerk | 16.09 | 16.82 | 17.52 |
| Temperature Control Mechanic | 23.54 | 24.42 | 25.30 |
| Warehouse Driver/Utility Driver | 17.00 | 17.73 | 18.43 |
| Warehouseman | 16.05 | 16.78 | 17.48 |

The **2008-2009** wage is an additional \$.40/hour or 2.1%, whichever is greater, of the **2007-2008** wages.

The **2009-2010** wage is an additional \$.73/hour or 3.75%, whichever is greater, of the **2008-2009** wages.

The **2010-2011** wage is an additional \$.70/hour or 3.6%, whichever is greater, of the **2009-2010** wages.

ADDENDUM A. SALARY SCHEDULE (Continued)

1. New employees shall receive 90% of the pay scale until they serve their first probationary period.
2. Employees who are regularly scheduled to work a night shift at least four hours of which occur after midnight shall receive differential pay of **\$75.00** per month.
3. Elementary custodians who are regularly scheduled to work a split shift, in which the first and second halves of the shift are separated by a three-hour interval, shall receive split shift differential pay of \$80.00 per month for the months September through May. Should such split shifts be terminated by the District, for any or all of the elementary custodians, such split shift differential pay shall terminate with respect to those elementary custodians who no longer work a split shift.
4. The District shall not artificially break the service of a temporary or substitute employee prior to the ninetieth consecutive working day in one position in order to prevent such employee from becoming a member of the bargaining unit. No temporary or substitute employee shall become a permanent employee until hired as a permanent employee.
5. For **FY 2009 (which includes 2008-2011)**, employees with years of employment noted below **shall receive** the corresponding wage increase. The **longevity amount per hour** provided for herein shall be available only to employees working within this Bargaining Unit for the number of years of employment noted below.

| Years of Employment | Longevity Amount per Hour |
|-----------------------------|----------------------------------|
| 1 year up to 5 years | \$.15 |
| 5 years up to 10 years | \$.30 |
| 10 years up to 15 years | \$.50 |
| 15 years up to 20 years | \$.80 |
| 20 years or more | \$1.15 |

6. The wage increase set forth above is a gross wage increase figure which is not intended to be cumulative. For fiscal years following **FY 2009**, employees with years of employment noted below shall receive the corresponding net increase effective on the employee's employment anniversary date.

| Years of Employment | Net Increase |
|-----------------------------|---------------------|
| 1 year up to 5 years | \$.15 |
| 5 years up to 10 years | \$.15 |
| 10 years up to 15 years | \$.20 |
| 15 years up to 20 years | \$.30 |
| 20 years or more | \$.35 |

ADDENDUM B. INSURANCE AND FRINGE BENEFITS

Section 1. Health, Major Medical, Dental, and Life Insurance: The School District shall arrange for participation in the following group insurance program for eligible employees employed by the School District and who enroll in the program.

- A.** A Health and Major Medical Insurance Plan.
- B.** A Dental Insurance Plan.
- C.** A \$50,000 Term Life Insurance Plan.
- D.** A Long Term Disability Insurance Plan with a 90 day elimination period, 60 percent coverage, \$2,500 maximum benefit and own occupation coverage.

Section 2. To be eligible to enroll in the insurance program, an employee must normally work seventeen (17) or more hours per week and must be on active pay status (not leave status) at the time of enrollment and provide acceptable proof of insurability unless such employee normally works more than twenty (20) hours per week. To be eligible for a District contribution towards the cost of group insurance benefits, an employee must normally work more than twenty (20) hours per week in one (1) job classification or in any combination of job classifications within School District #2.

Section 3. Insurance shall become effective on the first day of the calendar month following the date of employment.

Section 4. Beginning July 1, 2008, and ending June 30, 2011, the School District shall contribute an amount equal to the premium rate established of the single employee in Plan C that contains a \$1,000 individual/\$2,000 family deductible with the dental coverage for each enrolled employee. Any additional cost shall be borne by the employee and paid through payroll deduction.

Section 5. The cost of group insurance benefits in excess of the District's monthly contribution shall be borne by the employee and paid through payroll deduction.

Section 6. Each eligible employee shall choose one of the following health and dental insurance options.

- Employee only
- Employee plus spouse or employee plus 1 child
- Employee plus children
- Family (Employee plus spouse plus children)

Section 7. Effective July 1, 1992, each employee shall be entitled to choose enhanced insurance benefits offered by the District's group insurance program. The cost of the monthly premium for such enhanced benefits shall be borne by the employee and paid through payroll deduction, unless the cost of the monthly premium for health and dental coverage chosen by the employee, as provided for above, is less than the District's monthly contribution for health and dental plan benefits for such employee. In such event, the difference between the cost of such

coverage and the District's monthly contribution may be applied to pay the cost of the enhanced benefits, but any cost in excess of such difference shall be borne by the employee and paid by payroll deduction through the District's IRC Section 125 plan.

Section 8. An Insurance Benefits Committee shall be established to review and make recommendations on the District's insurance program. This committee shall be composed of representatives selected from each

of the District's employee groups based on a pro rata depending upon total membership. The total size of the committee shall not exceed nine (9) members. The Superintendent may, however, appoint two (2) additional individuals to this committee.

Section 9. Effective July 1, 2005, when the District employs both spouses of a married couple, said spouses shall have the option of combining their individual contributions from the District to obtain coverage for employee plus spouse or family. Any excess monies from such combining of premiums will revert to the insurance reserve and shall not be rebated to either employee.

Section 10. Level of Benefits: The School District agrees that the insurance benefits purchased above shall be continued.

Section 11. Deductible Year: The deductible for the District's health and dental will be calculated on a yearly basis commencing July 1 of each year and ending June 30 of the following year.

Section 12. Claims Against the School District: It is understood that the School District's only obligation is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the School District as a result of a denial of insurance benefits.

Section 13. Duration of Insurance Contribution: An employee is eligible for monthly School District contributions as long as the employee is employed by the School District. Upon termination of employment, all School District participation and contributions shall cease, effective on the last day of the month in which the employee terminates employment. For all District employees, including retirees, continuing in the insurance group, term life insurance will decrease by one third of the coverage at age 65 and one half at age 70.

Section 14. Eligibility: An employee shall be eligible for School District group health and dental plan insurance benefits provided he/she is regularly employed during the fiscal year. Employees employed less than half time shall not be eligible for School District contributions toward group life and long-term disability plan benefits.

Section 15. Retired and Disabled employees:

Subsection 1. An employee who retires from employment with the School District shall be eligible to continue participation in the District group medical-hospitalization plan, to the extent required by and in accordance with state law, but shall pay the entire premium for such insurance commencing either with the date of his/her retirement or, if

such employee has completed the school year as of the date of his/her retirement, commencing with the following September 1.

Subsection 2. An employee who is at least age 50 and who has completed ten (10) years of continuous service in the School District, and who becomes eligible for long term disability benefits pursuant to the provisions of this Article shall be eligible to continue participation in the School District group medical-hospitalization plan as long as the employee remains eligible for long term disability benefits, but shall pay the entire premium for such coverage during the period of disability eligibility.

Subsection 3. It is the responsibility of an employee, participating in the group medical-hospitalization plan pursuant to this Section, to make arrangements with the Business Office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District.

Section 16. Flexible Benefit Account: The District has established a flexible benefit plan based on Section 125 of the IRS Code to pay eligible non-reimbursable health and dependent care costs. The plan will be administered by a mutually agreeable disinterested third party. Participating employees will pay a fee to administer their individual accounts. Participation will be voluntary. The plan includes provision for employee orientation and education regarding plan use.

Section 17. Right to Reopen Addendum B, Section 4 and Section 10 – FY 2008: Notwithstanding the other provisions herein, if the cost of the Plan's premium for an employee's "Employee only" coverage with a \$1,000.00 deductible exceeds the District's contribution as provided for herein, the Association within (15) working days after written notification of the Board's decision to increase premiums may elect in writing to reopen Section 4 for the purposes of negotiating the District's monthly contribution for each eligible employee for group insurance benefits and for the purpose of negotiating a revised level of benefits provision in Section 10.

The District may elect in writing, within fifteen (15) days after the Board's decision to increase such monthly premium, to reopen Section 4 for the purposes of negotiating the School District's monthly contribution for each eligible employee for group insurance benefits and for the purpose of negotiating a revised level of benefits provision in Section 10.

Section 18. Temporary and substitute employees shall not be eligible for the District's insurance program or entitled to insurance program contributions or benefits.

Section 19. The District shall continue the contribution for health insurance benefits for an eligible enrolled employee who **(a)** sustains a work-related injury during the course of his/her employment with the District; **(b)** is receiving total disability workers' compensation benefits; and **(c)** has been granted a medical leave of absence. The contributions for such employee shall continue until the employee returns to work but, in no event, longer than six (6) months subsequent to the injury.

Section 20. The District shall reimburse employees for boiler license and craft license fees.

ADDENDUM C.

**GRIEVANCE REPORT FORM
School District No. 2
Billings High School District No. 2
Billings, Montana
MPEA UNIT**

Grievance No: _____

Date: _____

Name: _____

Building: _____

Job Classification: _____

Date Grievance Occurred: _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Signature of Grievant: _____

Date Received by Executive Director of Human Resource Services: _____

NOTE: Must be presented to Executive Director of Human Resource Services within time limits set forth in grievance procedure.