

**12/18/12**

**MASTER CONTRACT  
BETWEEN THE  
FRENCHTOWN CLASSIFIED ASSOCIATION  
AND  
FRENCHTOWN SCHOOL DISTRICT NO. 40**

**2012-2013**

**2013-2014**

**2014-2015**

(Page intentionally left blank)

## TABLE OF CONTENTS

### AGREEMENT

ARTICLE I:	RECOGNITION
ARTICLE II:	APPROPRIATE UNIT
ARTICLE III:	ASSOCIATION RIGHTS
ARTICLE IV:	DUES, FEES, AND PAYROLL DEDUCTIONS
ARTICLE V:	EMPLOYEE RIGHTS
ARTICLE VI:	HOURS AND WORKING CONDITIONS
ARTICLE VII:	LEAVES AND ABSENCES
ARTICLE VIII:	SALARY, INSURANCE, RETIREMENT, AND FLEXIBLE BENEFITS
ARTICLE IX:	JOB CLASSIFICATIONS AND JOB SECURITY
ARTICLE X:	GRIEVANCE PROCEDURE
ARTICLE XI:	EMPLOYEE EVALUATION
ARTICLE XII:	EFFECT OF AGREEMENT
ARTICLE XIII:	DURATION OF AGREEMENT

(Page intentionally left blank)

## AGREEMENT

THIS AGREEMENT is entered into by and between the Frenchtown Board of Trustees, School District Number 40, Missoula County, Frenchtown, Montana, hereinafter called the "Board" or "District," and the Frenchtown Classified Association, a unit of the MEA-MFT, NEA, and AFT, hereinafter called the "Association" or "Union."

### ARTICLE I: RECOGNITION

#### 1.1 ASSOCIATION RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of the employees; as outlined in Article II, for the purpose of collective bargaining with respect to wages, hours, fringe benefits and other conditions of employment.

### ARTICLE II: APPROPRIATE UNIT

#### 2.1 APPROPRIATE UNIT

The appropriate unit shall include custodians, aides, paraprofessionals, secretaries, office assistants, maintenance, cooks and/or food service employees excluding temporary employees and managerial, supervisory, and confidential employees as defined in Section 39-31-103 MCA 2003 and excluding all other employees not included in the above bargaining unit.

#### 2.2 EMPLOYEE

As defined in Section 2.1.

#### 2.3 BOARD

The Board or District is the Board of Trustees of the School District and its agents or representatives.

#### 2.4 ASSOCIATION

The Association or Union is the Frenchtown Classified Association unit of the MEA-MFT, NEA, AFT and its officers, agents, and representatives.

### ARTICLE III: ASSOCIATION RIGHTS

#### 3.1 RIGHT TO ORGANIZE

The Board and/or the Association agree that the employees have the full freedom of association, self-organization, and designation of representative of his/her own choosing to negotiate terms and conditions of their employment and to engage in other concerted activities for the purposes of collective bargaining or mutual aid and protection and/or the right to refrain from any and all such activities free from interference, restraint, or coercion.

#### 3.2 INFORMATION

The School District agrees to furnish the Association with information to the extent required by law as a collective bargaining agent. The District may charge a reasonable fee for photocopying.

#### 3.3 ASSOCIATION BUSINESS AND COMMUNICATION

The Association will be allowed to use the school buildings as long as the scheduled use is outside the school day. The Association will be allowed to use bulletin boards, which are designated, for Association use. The Association will be allowed to use employee mailboxes and E-mail to distribute official

Association information. The Association will be permitted to make reasonable use of word processors and copiers, which are designated, for its use. Such use shall be subject to reasonable charges for consumables.

### 3.4 EXCLUSIVE RIGHTS OF THE ASSOCIATION

The Board recognizes that the rights and privileges of negotiating wages, hours, fringe benefits, other conditions of employment, and processing grievances are exclusively those of the Association, and the School Board will not bargain wages, hours, working conditions, other fringe benefits and processing grievances with a competing labor organization until such time as an election is conducted.

### 3.5 UNION LEAVE

The Board will provide the Association with a total of five (5) paid leave days annually and the district will pay for substitutes.

## ARTICLE IV: DUES, FEES, AND PAYROLL DEDUCTION

### 4.1 AUTHORIZED DEDUCTIONS

The Board agrees to deduct in equal installments from the salary of each Association member who has given the Board written authorization the amount of annual membership dues and will remit the same to the treasurer of the Association within ten (10) days following the deductions. The Association's membership application form will serve as the recognized authorization form. The Association shall certify to the Board the amount of the annual dues to be deducted. Dues deduction authorizations received by the Board during the school year will be prorated over the remaining payments of the employee's current salary.

### 4.2 OTHER LEGAL DEDUCTIONS

The Board agrees to make other legal deductions for social security, employee's retirement, and state and federal withholding taxes. By mutual agreement, the Board shall deduct from the salary of employees the amount of the appropriate remittance for financial institutions and/or annuities. Payroll deductions for annuities and savings will be transmitted to the appropriate financial institutions within seven (7) working days of the deduction, unless an emergency makes compliance impossible.

## ARTICLE V: EMPLOYEE RIGHTS

### 5.1 APPEARANCE BEFORE EMPLOYER

An employee shall be given 24 hours notice of any meeting called that might lead to disciplinary action. The employee shall be entitled to have a representative of the Association present during the meeting.

### 5.2 DISCIPLINE AND DISCHARGE

Non-probationary employees shall not be disciplined without just cause. The Board agrees to follow a policy of progressive discipline, which includes a written notice of counsel (not a reprimand), written reprimand, suspension and/or termination.

An employee shall serve 6 Months of at-will employment period.

## ARTICLE VI: HOURS AND WORKING CONDITIONS

### 6.1 TRAINING

The District will pay for District required training for the employees. The District will also pay the

employee(s) for time spent at District required training. The employee will be paid his/her regular hourly wage rate plus mileage and reasonable expenses for such things as room and board when required by the School District.

## 6.2 SCHOOLING/EDUCATION

Non-Credit Education: Employees requesting to attend a class that is related to their job area must have the request approved by his/her supervisor and the superintendent. The District will pay the employee his/her hourly wage, travel expense, room and board.

## 6.3 ASSIGNMENTS AND TRANSFERS

Involuntary re-assignment of employees: Involuntary re-assignment will be preceded by an advisory meeting to review the circumstances of the re-assignment; the findings of the advisory meeting will be reduced to writing. The meeting shall include the following: two administrators/supervisors, the employee considered for re-assignment and an employee on staff of his/her choosing. The Superintendent will have the final determination on all re-assignments.

If the employee agrees with the re-assignment, no meeting will be necessary.

An employee involuntarily transferred, if the employee desires and is qualified, will be given first consideration for another position when a vacancy occurs.

## 6.4 LICENSES

Employees will be reimbursed for the cost of obtaining or renewing any license required to perform his/her job.

## 6.5 VACANCIES (POSTING)

Whenever a vacancy within the bargaining unit occurs, the District will post notices of the same in each building where the work force is deployed.

During the summer recess, the District will mail a notice of vacancies by regular mail or by email if they have it to those employees on summer recess who have filed a statement of interest in a specific area and summer address with the superintendent.

Employees who meet the qualifications for a position will be given first consideration over outside applicants.

## 6.6 WORK DAY/WORK WEEK

The basic straight time schedule workday shall be eight (8) consecutive hours, exclusive of a duty free lunch break. The regular workweek shall consist of forty (40) hours (Monday through Friday) followed by two (2) days off. \*During the summer weeks when school is not in session the employees will have the option of working a regular workweek that shall consist of forty (40) hours (Monday through Thursday or Tuesday through Friday). Full-time employees working shifts will have regular and specific starting and ending times.

\*When July 4<sup>th</sup> falls on a weekday the employees must work their regular 8 hour days during that workweek.

## 6.7 REST BREAKS

Employees who work a minimum of four (4) hours shall be entitled to one (1) fifteen (15) minute rest break during the first four (4) hours of employment as directed by the supervisor. Employees working eight (8)

hours shall be entitled to two (2) fifteen (15) minute rest breaks, one (1) during the first four (4) hours and the second during the second four (4) hours at times directed by the supervisor.

#### 6.8 MEAL BREAKS

No employee shall be required to work more than six (6) consecutive hours without being allowed an unpaid duty free meal break. No meal break shall be for less than one-half (1/2) hour. The supervisor shall schedule time for meal breaks. During the summer months, if the employee wishes to waive his/her meal break, a written waiver must be filed with the district clerk. Meal waiver forms are valid only during the summer months when school is not in session (effective 1/1/2013). A meal waiver form must be approved or disapproved by the current supervisor. The written waiver can only be submitted or withdrawn by the employee at the beginning of a new pay period. (See Appendix B)

#### 6.9 COMP TIME

Compensatory (comp) time shall be available by mutual agreement between the employee and the School District. Comp time shall accrue at the rate of one and one-half (1 1/2) hours for all hours worked in excess of forty (40). By December 31<sup>st</sup> comp time must be cashed out or scheduled for use within the current fiscal year. By June 30<sup>th</sup> any remaining comp time for the fiscal year must be used or cashed out.

#### 6.10 CALL OUTS

An employee who is required to return to work after his/her scheduled shift shall be entitled to a minimum of one (1) hour's pay. Employees shall be paid at the overtime rate if the overtime provision applies.

#### 6.11 PAY DAYS

The monthly pay period is from the first day of the month to the last day of the month. Paychecks will be issued on or before the 10<sup>th</sup> of each month. If a pay day falls on a day when school is not in session, paychecks will be issued on the last school day prior to the 10<sup>th</sup> of the month except the final June check which will be paid on June 30<sup>th</sup> instead of July 10<sup>th</sup>. If a pay day falls on a bank holiday, paychecks will be issued on the last school day prior to the bank holiday. The employee has the option of direct deposit or receiving a hard copy check.

#### 6.12 TRAVEL EXPENSE

All employees required to travel as part of their duties will receive a travel allowance in accordance with the maximum state allowable mileage rates. When an employee is required to travel as part of his/her duties, time spent in travel shall count as hours worked from point to point, including travel, which is required outside the employee's normal working day. The District may request proof of liability insurance, required by the state for private automobiles.

An employee may request and obtain advance payment for meals if the total is over \$25.00. Other appropriate expenses (example: mileage, parking fees, baggage fees) will be paid upon completion of required travel.

#### 6.13 OVERTIME

Any work performed in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly wage rate. For the purpose of determining overtime/comp time, a work week for the employees covered by this Collective Bargaining Agreement shall start at 12:01 A.M., Sunday, and shall continue for the next seven (7) days (24 hours x 7 days = 168 hours).

Holidays shall constitute time worked when computing overtime for pay purposes. Any work performed on a holiday shall be paid at twice the employee's regular hourly wage rate.



When overtime is required, overtime will be offered to employees on a seniority basis within job areas (the most senior qualified employee will be given a preference when the supervisor schedules employees to work overtime). Overtime will be voluntary except in the case of a bona fide emergency requiring the presence of a specific employee.

6.14 SCHOOL CALENDAR

Prior to adoption of a school calendar, the Board of Trustees will provide a copy of its preliminary calendar to the Association for review and input. The Association will provide input through a committee consisting of one elementary teacher, one junior high teacher, one high school teacher and one classified person.

6.15 SAFETY EQUIPMENT

The District will provide first aid kits and fire extinguishers in all work areas. Other safety equipment will be provided if directed by the School District Safety Committee. In the event that the District cannot supply the necessary equipment within a twenty (20) day period of time, the District shall contact the Association to notify it of the schedule for providing the equipment.

6.16 HAZARDOUS CONDITIONS

Employees will report all actual or potential safety hazards to their immediate supervisors and union representatives on the safety committee so they can be investigated and corrected.

6.17 SCHOOL CANCELLATION DUE TO INCLEMENT WEATHER

In the event school is closed by the superintendent due to inclement weather and the district does not have to make up that day of school (as determined by the School Board); members of the bargaining unit will not be required to report to work and will suffer no loss of pay for that day. Members of the bargaining unit required to report to work when school is cancelled due to inclement weather, to do needed work such as snow removal, heating system repair, etc., will be paid double time their regular rate of pay. The paid day for a school cancellation due to inclement weather is limited to one day during the school year.

ARTICLE VII: LEAVE AND ABSENCES

7.1 SICK LEAVE (for current information refer to 2-18-618, MCA)

1. A 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) equals 1 year. Sick leave credits shall be credited at the end of each pay period. 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.
2. An employee may not accrue sick leave while in a leave without pay status.
3. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
4. Full-time temporary and seasonal permanent employees are entitled to sick leave benefits provided they work the qualifying period.
5. A short-term worker may not earn sick leave credits.
6. An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth 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 terminated his/her employment with the state, county, or city.

7. An employee who receives a lump sum payment pursuant to this section and who is again employed by any agency may not be credited with any sick leave for which the employee has previously been compensated.
8. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
9. A local government may establish and administer through local rule a sick leave fund into which its employees may contribute a portion of their accumulated sick leave.

## 7.2 DEFINITIONS

Permanent employee mean an employee who is assigned to a position designated as permanent by the District and who has attained or is eligible to attain permanent status (has completed the probationary period).

Part-time employee means an employee who normally works less than thirty-five (35) hours a week.

Full-time employee means an employee who normally works at least thirty-five (35) hours a week.

\*Temporary employee means an employee assigned to a position designated as temporary by the District for a period of time not to exceed twelve (12) months.

Seasonal permanent employee means an employee assigned to a position designated as seasonally by the District for a period of time less than twelve (12) months (works during the actual student school year).

\*Short-term employee means an employee assigned to a position by the District for a period not to exceed 90 days.

\*A substitute means a person hired to substitute for another employee in the district. A substitute may not be hired into a position within the district without a competitive selection process.

Sick leave means a leave of absence with pay for a sickness suffered by an employee or his immediate family. For this Section only, immediate family is defined as spouse, child (ren), grandchild (ren), any child (ren) for whom the employee is the legal guardian, parent(s) and grandparents. Employees may use up to ten (10) days of his/her sick leave annually for illnesses of the members of his/her immediate family (as defined above). Additional use of sick leave for this purpose may be granted at the discretion of the Superintendent.

\*All non-permanent and/or temporary employees are required to submit a complete application for a district employment opening.

## 7.3 BEREAVEMENT LEAVE

Five (5) days of bereavement leave per year shall be granted to be used for a death or life threatening illness in the immediate family. The immediate family includes father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, uncle, aunt, nephew, or niece.

The superintendent may grant additional days of bereavement leave without pay.

7.4 JURY DUTY (for current information refer to 2-18-619, MCA)

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees must be applied against the amount due the employee from the employer. However, if an employee elects to use annual leave to serve on a jury, the employee may not be required to remit the juror fees to the employer. An employee is not required to remit to the employer any expense or mileage allowance paid by the court.
2. An employee subpoenaed 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 must be applied against the amount due the employee from the employer. However, if an employee elects to use annual leave to serve as a witness the employee may not be required to remit the witness fees to the employer. An employee is not required to remit to the employer any expense or mileage allowances paid by the court.
3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

7.5 FAMILY MEDICAL LEAVE

Unpaid Family Leave shall be granted to an eligible employee for a maximum time period of 12 weeks in accordance with the Family Medical Leave Act and School Board Policy. A classified employee requesting Family Leave shall file the request in writing with the supervisor and superintendent in advance whenever possible.

The District will require the concurrent running of paid sick leave and Family Medical Leave.

7.6 HOLIDAYS

<u>9-10 Month Employees</u>	<u>12-Month Employees</u>
New Year's Day	New Year's Day
Memorial Day	Memorial Day
	4th of July
Labor Day	Labor Day
Thanksgiving	Thanksgiving
Christmas	Christmas

When these holidays fall on a Saturday or Sunday, the preceding Friday or succeeding Monday shall not be granted as a holiday (for current information ref to MCA 20-1-305, Section (2)).

7.7 MANDATORY PAID LEAVE DAYS

- Mandatory Paid Leave Days  
 Martin Luther King Day\*  
 Presidents' Day  
 Good Friday\*  
 Easter Monday\*  
 Thanksgiving Friday\*  
 Veteran's Day\*\*

\* Paid Leave Days granted if school is not in session  
 \*\* Paid Leave Days granted if school is not in session, and it does not fall on a weekend.

7.8 VACATION LEAVE

A. ANNUAL VACATION LEAVE (for current information refer to 2-18-611, MCA)

1. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. 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 6 calendar months.
2. Seasonal permanent employees shall earn vacation leave credits. However, seasonal employees must be employed for 6 qualifying months before they may use the vacation leave credits. In order to qualify, seasonal employees shall immediately report back for work when operations resume in order avoiding a break in service.
3. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
4. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
5. Temporary employees do earn vacation leave credits, but may not use the credits until working 6 qualifying months.
6. A short-term worker or a student intern, as both terms are defined in 2-18-601, may not earn vacation leave credits, and time worked as a short-term worker or as a student intern does not apply toward the person's rate of earning vacation leave credits.

B. RATE EARNED (for current information refer to 2-18-612, MCA)

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 any agency whether the employment is continuous or not:

<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

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611 must be credited with 1 year of employment for each period of: (1) 2,080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period; or (2) 12 calendar months in which he was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any one month. An employee of a school district, a school at a state institution, or the university system must be credited with 1 year of service if he is employed for an entire academic year.

State agencies, other than the university system and a school at a state institution, must use the method provided above to calculate years of service under this section.

C. MILITARY LEAVE CONSIDERED SERVICE (for current information refer to 2-18-614, MCA)

A period of absence from employment with the state, county or city occurring either during a war involving the United States or in any other national emergency and for 90 days thereafter for one

of the following reasons is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this section.

1. Having been ordered on active duty with the armed forces of the United States;
2. Voluntary service on active duty in the armed forces or on ships operating by or for the United States government; or
3. Direct assignment to the United States Department of Defense for duties related to national defense efforts if a leave of absence has been granted by the employer.

D. ABSENCE BECAUSE OF ILLNESS NOT CHARGEABLE AGAINST VACATION UNLESS EMPLOYEE APPROVES (for current information refer to 2-18-615, MCA)

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

E. DETERMINATION OF VACATION DATES (for current information refer to 2-18-616, MCA)

The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his employing agency with regard to the best interest of the state, any county or city thereof, as well as the best interest of each employee.

F. ACCUMULATION OF LEAVE - CASH FOR UNUSED - TRANSFER (for current information refer to 2-18-617, MCA) 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 90 calendar days from the last day of the calendar year in which the excess was accrued.

An employee who terminates his employment for reasons not reflecting discredit on himself 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 set forth in 2-18-611. However, if an employee transfers between agencies of the same jurisdiction, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

## 7.9 PERSONAL LEAVE DAYS

In addition to Annual Vacation Leave as designated in 2-18-612, MCA Frenchtown School District #40 will grant three (3) additional days of personal leave each year to each employee starting with his/her 25<sup>th</sup> year of employment.

This personal leave must be used prior to vacation leave, does not carry over from year to year, and cannot be used in termination pay calculations.

## 7.10 SICK LEAVE BANK

Members of the bargaining unit will be allowed to transfer sick leave to another member of the bargaining unit who has depleted all of their accumulated sick leave and vacation days. Members of the bargaining unit may use transferred sick leave for illness of a spouse, child, or parent.

1. Each member of the bargaining unit may donate up to twenty-four (24) hours per school year to another member of the bargaining unit as long as it does not reduce their accumulated sick leave to less than sixty (60) hours.
2. Donated hours not used by the member of the bargaining unit who received it will not be deducted from accumulated sick leave hours of the donating employee.
3. Sick leave hours will be used in the order donated via the district form.

ARTICLE VIII: SALARY, INSURANCE, RETIREMENT, AND FLEXIBLE BENEFITS

8.1 SALARY

For the 2012-2013 school year, an employee will start at \$9.00 per hour. An employee with one year of experience will receive \$9.25 per hour. An employee with two years of experience will receive \$9.50 per hour. An employee with three years of experience will receive \$9.75 per hour. An employee with four years of experience will receive \$10.00 per hour. All other employees covered under the bargaining unit with over four years' experience will receive at least \$10.00 an hour during the 2012-2013 school year or a two percent (2.0%) across-the-board increase to their current wage, whichever is greater.

For the 2013-2014 school year, an employee will start at \$9.00 per hour. An employee with one year of experience will receive \$9.25 per hour. An employee with two years of experience will receive \$9.50 per hour. An employee with three years of experience will receive \$9.75 per hour. An employee with four years of experience will receive \$10.00 per hour. All other employees covered under the bargaining unit with over four years' experience will receive at least \$10.00 an hour during the 2013-2014 school year or a two percent (2.0%) across-the-board increase to their current wage, whichever is greater.

A newly hired employee can bring up to three (3) years of certified experience in the same position that they were hired for by the district with them for placement on the pay scale. The experience must have been with a government agency, a school district, or a private business and must be approved for placement on the pay scale by the superintendent.

A newly hired maintenance worker who is required by the school district to hold a low pressure boilers license for his/her position will receive a starting wage of \$13.50 per hour. The newly hired maintenance worker does not receive the \$13.50 per hour until their low pressure boilers license is registered at the district office. If he/she begins work for the district in maintenance without having a low pressure boilers license he/she will receive the appropriate classified salary listed in Section 8.1, until he/she registers a low pressure boilers license with the district office.

8.2 INSURANCE

Beginning July 1, 2012, the District will provide the insurance programs listed below as negotiated, unless waived:

1. Health Insurance - A major medical, vision, and dental program for bargaining unit members and his/her dependents.
2. Life Insurance - A term life insurance policy in the amount of five thousand (\$5,000.00) for bargaining unit members.
3. Long Term Disability Insurance - A long-term disability insurance program for bargaining unit members.
4. Short-term Disability Insurance - A short-term disability insurance program for bargaining unit members will be included whenever long term disability insurances does not go into effect at the 31<sup>st</sup> day.

Part-time employees may elect to take part in the District's Health Insurance plan by paying a prorated premium.

For the purpose of this Section only, a full-time employee is defined as a permanent employee of the District working in the bargaining unit, who is in a position scheduled to work or be on pay status for thirty-five (35) hours per week.

For the purpose of this Section only, a part-time employee is defined as a permanent employee of the District working in the bargaining unit, who is in a position scheduled to work or to be on pay status less than thirty-five (35) hours a week but at least twenty (20) hours a week. Any employee who is in a position scheduled to work or be on pay status for less than twenty (20) hours a week is not eligible to participate in the School District's insurance plan.

The employee's insurance coverage and termination of coverage shall be determined by the insurance plan documents.

It is understood that the District's only obligation under this Article is to pay the premium amounts agreed to herein and no claim shall be made against the District as a result of denial of insurance benefits and/or coverage. The District shall contribute the following amounts during the 2012-2013 school years for each insured eligible employee: Single-\$544.14 per month; Two-Party-\$567.49 per month; and Family-\$589.77 per month. For each of the remaining two years of this contract, the District and the employee will split the increase in premium 50/50, each picking up 50% of the increased premium. Eligibility will be stated in the Health Benefit Plan Document. The District contribution for insured part-time employees will be prorated based on the District's contribution for full time employees.

No employee of the District may combine monies with another employee in or out of the bargaining unit to purchase one insurance policy and/or coverage.

The District's Insurance Committee shall include teachers, administrators, trustees, and classified staff members. This Insurance Committee (with input from each group Frenchtown Education Association, Frenchtown Classified Association, Administration, and the School Board) will review and/or recommend adjustments in the Insurance Package to the School Board.

The Frenchtown Classified Association and other designated bargaining units will negotiate yearly on the payment of the premium amount with the Frenchtown School District #40 Board of Trustees.

This section of the contract may be reopened by either party if the insurance premiums are increased above their current rate during the life of the contract. The party wishing to reopen must notify the other party within 30 days of the premium increase. Negotiations will begin within 15 days of receipt of written notice.

### 8.3 RETIREMENT

The School District will participate in the Montana Employees Retirement System. Any disagreement or dispute as to the amount of contributions, the application of rules, statutes or benefits shall be the sole jurisdiction of the retirement system and the courts.

### 8.4 FLEXIBLE BENEFITS

On March 1, 1994, Frenchtown School District #40 adopted a Cafeteria Plan that provides employees with a choice between cash and benefits under the Medical Related, Dependent Care, Life Insurance and Medical Reimbursement Plan maintained by Frenchtown School District #40. This plan qualifies as a "Cafeteria Plan" under Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 125.

Each employee who has met the eligibility requirements for the School District's Medical Insurance Plan is eligible to participate in the Flexible Benefits plan. The District will pay the Administrative Fee for the Flexible Benefits plan unless waived.

## ARTICLE IX: JOB CLASSIFICATION AND JOB SECURITY

### 9.1 JOB CATEGORIES (2-18-611, MCA)

The parties agree that there are three (3) categories of employees.

Full-Time: An employee who is employed for at least thirty-five (35) hours per week.

Part-Time: An employee who is employed for less than thirty-five (35) hours per week.

Probationary: An employee who is employed to fill a full or part-time position for a trial period of 6 months.

Recall: An employee who is recalled as specified in 9.5 of this Agreement shall serve a 90-day trial period.

### 9.2 JOB DESCRIPTIONS

Each unit position will have a written job description agreed upon by the Board and Administration.

### 9.3 SENIORITY

Definition of Seniority: Seniority is the length of service with the School District from the initial date of continuous employment. If two (2) or more employees have the same date of employment, seniority will be determined by lot.

Seniority Lists. A seniority list will be compiled and updated each year by the School District. Each employee will be included on the seniority list according to job classification. The list shall be published and distributed to current Frenchtown Classified Association (FCA) officers by November 1 of each school year.

### 9.4 CONDITIONS FOR LAYOFF

If the District determines that reductions in forces are necessary, the District will notify the Association as soon as reasonably possible after the decision is made. Such notice will be in writing and shall indicate the areas to be affected. Any employee being laid off will be notified in writing as soon as reasonably possible after the decision for a layoff is made. The notice will include the reasons for the layoff. In the event a layoff is necessary, the Board will determine who will be laid off. Seniority will be one (1) factor, however not the sole factor, considered.

### 9.5 LAYOFF STATUS AND RECALL

Employees may be on layoff status for a period of up to three (3) years. In the event a position in the bargaining unit becomes available, qualified employees in a layoff status will be notified. Notice of the recall will be made by certified mail to the employee's last known address. Failure to accept a recall within ten (10) calendar days of the receipt of the notice will constitute forfeiture of recall rights.

### 9.6 BARGAINING UNIT WORK

In reference to sub contracting and/or contracting only: The Board of Trustees reserves the right to modify work currently and customarily performed by bargaining unit employees. Should the Board deem it necessary to contract outside services, they shall first

1. Provide the unit with cost effect documentation.
2. Arrange a special session with the Association to discuss the options.
3. Give a minimum six (6) months' notice before termination.

Initiation of contracted or subcontracted services will begin at the start of the ensuing fiscal year.



## ARTICLE X: GRIEVANCE PROCEDURE

### 10.1 DEFINITIONS

1. A grievance is a claim by a grievant that there has been a specific violation, misapplication, or misinterpretation of the terms of the Agreement.
2. A grievant is an employee, group of employees, or the Association.
3. Days: Reference to days regarding time period shall refer to working days. A working day is defined as all weekdays (Monday through Friday) not designated as a state holiday by state law.

### 10.2 INDIVIDUAL RIGHTS

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance

adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this contract.

### 10.3 PROCEDURE

#### STEP I -- IMMEDIATE SUPERVISOR

The grievant shall within twenty-one (21) days of the occurrence or knowledge of the act or condition which is the basis of the complaint, present the grievance in writing to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form and shall include a statement of the grievance, which article(s) are in dispute, and the requested remedy.

The immediate supervisor will arrange for a meeting with the grievant to take place within seven (7) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within seven (7) days after the meeting.

#### STEP II -- SUPERINTENDENT

If the grievant or the Association is not satisfied with the decision at Step I, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance within seven (7) days may be referred to the superintendent or superintendent's designee. The superintendent shall arrange for a hearing with the grievant to take place within seven (7) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have seven (7) days to provide the grievant and the Association with a written decision.

#### STEP III -- SCHOOL BOARD

If the grievant or the Association is not satisfied with the decision at Step II, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance within seven (7) days may be referred to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.

#### STEP IV -- ELECTION OF REMEDIES

In the event the grievance proceed beyond Step III, the aggrieved party shall elect to proceed with either binding arbitration as provided within this Agreement or by instituting any action in a court of competent jurisdiction.

A party instituting any action, proceeding or complaint in a federal or state court of law, or before any

administrative tribunal, 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 rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum 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. This Section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

#### BINDING GRIEVANCE ARBITRATION

1. If the aggrieved is not satisfied with the disposition of the grievance by the Board or, if no disposition has been made within the time period provided, the grievance, only at the option of the exclusive representative, may be submitted before an impartial arbitrator. The exclusive representative shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) days of the rendering of a decision at Step III. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
2. Within ten (10) days after such written notice of submission to arbitration, the superintendent and the exclusive representative will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the Board of Personnel Appeals. If either party objects to the Board of Personnel Appeals' list, a request for an arbitrator's list will be made to the American Arbitration Association and an arbitrator will be selected from that list.
3. The arbitrator selected will confer with the representative of the Board and the exclusive representative, hold the hearing promptly, and will issue his decision not later than thirty (30) days from the date of the submission of final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Board and the exclusive representative and will be final and binding upon the parties.
4. Arbitration Costs: Each party shall bear its own costs of arbitration. The fees and charges by the arbitrator will be paid in equal shares by the parties.
5. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. The arbitrator shall decide all substantive and procedural issues. The arbitrator's decision shall be based upon the specific provisions of this Agreement. The arbitration process shall be for grievances only. There shall be no interest arbitration. The arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

#### 10.4 EXCEPTIONS TO TIME LIMITS

The time limits set forth in this Article may be changed by written agreement.

#### 10.5 NO REPRISALS

No reprisals of any kind will be taken by the Board, the school administration, the Association, or the employee against any person because of participation in this grievance procedure.

#### 10.6 PERSONNEL FILES

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## 10.7 COOPERATION OF THE PARTIES

The Board and the Association will cooperate with the other in its investigation of any grievance and further will furnish the other such information as is requested for the processing of any grievance.

## ARTICLE XI: EMPLOYEE EVALUATION

### 11.1 EVALUATION INSTRUMENT

Should the School District develop a new evaluation instrument or a different evaluation instrument for different activities of the employees in this bargaining unit, the School District will seek input from individual employees affected by an evaluation instrument before implementing or changing the evaluation instrument. (See Appendix A)

Requirements: Except as provided in this Section, the evaluation and evaluation procedure shall be a matter of School District directive and shall not be part of this Agreement. Employees evaluated shall be subject to the following process. Any judgments or statements contained in any or all evaluation instruments of an employee are not subject to the grievance procedure. Failure of the District to follow the established procedure as outlined below is grievable:

1. The employee will be aware of the evaluation instrument to be used prior to the evaluation.
2. The employee will be observed prior to receiving his/her written evaluation.
3. The evaluation instruments shall not be changed except as provided for above.

### 11.2 PERSONNEL FILES

An employee covered by this Agreement may review and at the employee's expense photocopy the contents of his/her personnel file. All records regarding an employee shall be maintained in a single personnel file. No materials shall be placed in the employee's personnel file without the employee's prior knowledge. No material derogatory to the employee will be placed in the file unless it is signed by the author, and the employee has had the opportunity to read and respond to it. Any derogatory material not shown to the employee within ten (10) days of receipt or composition may not be used by the Board in any disciplinary action unless directed otherwise by the Social Welfare Office, the County Attorney's Office, or the Sheriff's Office.

The classified employee will be given an opportunity to respond in writing to any documents placed in his/her file. Any documents placed in the classified employee's file must remain in the file for three (3) years. After a period of three (3) years, a classified employee may request a meeting with the Superintendent to discuss the removal of said documents from his/her personnel file provided the issues have been addressed and corrected. If both the employee and Superintendent agree that said documents are not needed or appropriate, the documents will be removed. The administration will provide a written statement to the employee signed by both parties acknowledging that the issue has been resolved. The Superintendent will have the final determination for the removal of any documents.

### 11.3 COMPLAINTS

Except as stated above, any written complaint regarding an employee made by any person which may be used in any manner in evaluating an employee shall be investigated and called to the attention of the employee, and the employee shall be given an opportunity to respond to and/or rebut such complaint. Nothing in this Section or this contract shall stop the School District from first reporting the complaint to the Social Welfare Office, the County Attorney's Office, or the Sheriff's Office and following the direction of the Office(s).

#### 11.4 REBUTTALS

After receiving any observation, evaluation, or conference report, an employee may submit signed timely comments regarding the report which shall be attached to the report in that employee's personnel file and considered with that report.

### ARTICLE XII: EFFECT OF AGREEMENT

#### 12.1 CHANGE IN AGREEMENT

During the term of this Agreement, no change shall be made in any provision of this Agreement unless by mutual consent of the parties hereto.

#### 12.2 SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any employee is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said Section(s).

#### 12.3 SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties, and no verbal statements or past practices supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has the unlimited right and opportunity to offer, discuss, accept, or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

#### 12.4 NONDISCRIMINATION CLAUSE

School District #40 is an equal opportunity employer. Frenchtown School District will not discriminate against any person because of sex, race, color, creed, religion, natural origin, age, physical or mental handicap, political belief, marital or parental status, in accordance with federal and state statutes.

#### 12.5 DUPLICATION AND DISTRIBUTION

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. Copies shall be presented to all employees now employed or hereafter employed. The Association shall be provided fifteen (15) copies of this Agreement.

### ARTICLE XIII: DURATION OF AGREEMENT

#### 13.1 DURATION

This Agreement shall be effective as of July 1, 2012, and shall continue in full force and effect until June 30, 2015.

#### 13.2 RENEWAL AND REOPENING OF AGREEMENT

This Agreement will automatically be renewed and will continue in force and effect for an additional period of one (1) year unless either party gives notice to the other party, not later than ninety (90) days prior to the expiration date or anniversary thereof, of its desire to open the contract for negotiations.

Frenchtown School District #40 and the Frenchtown Classified Association agree to reopen this contract not later than ninety (90) days prior to July 1, 2014 for the sole purpose of negotiating wages. The negotiations in the spring of 2014 will be limited to only this issue.

### 13.3 MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives except those expressly waived in this Agreement. The Board has all rights to manage the School District except those expressly waived by this Agreement or limited by law.

The Association and their representatives shall recognize the prerogatives of the School District to operate and manage their affairs in such areas as, but not limited to:

1. Direct employees;
2. Hire, promote, transfer, assign, and retain employees;
3. Relieve employees from duties because of lack of work, funds, or under conditions where continuation of such work is inefficient and nonproductive;
4. Maintain the efficiency of government operations;
5. Determine the methods, means, job classification, and personnel by which government operations are to be conducted;
6. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. Establish the methods and processes by which work is performed.

### 13.4 DATE AND SIGNATURES

THIS AGREEMENT is signed this 18 day of December, 2012.

IN WITNESS THEREOF:

For the Frenchtown Classified Association:

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

For the Board of Trustees, School District No. 40:

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

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

**Frenchtown Public Schools**  
**Classified Personnel Evaluation**

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_

**Circle the number that most closely describes the Employee:**

- Number (1) means Unacceptable
- Number (2) means Below Average
- Number (3) means Average
- Number (4) means Good
- Number (5) means Excellent

**Personal and Social Traits:**

1. Gets along well with fellow workers.	1	2	3	4	5
2. Provides a good example for students and other employees.	1	2	3	4	5
3. Exercises initiative in his/her work.	1	2	3	4	5
4. Respects confidentiality in all work relationships.	1	2	3	4	5

**Summary of ratings:**

**Job Performance:**

1. Reports to work on time.	1	2	3	4	5
2. Follows supervisory instruction.	1	2	3	4	5
3. Cooperates with fellow employees, students and teachers.	1	2	3	4	5
4. Displays good work habits.	1	2	3	4	5
5. Employs good work skills.	1	2	3	4	5

**GENERAL RATINGS**

	<b>Unacceptable 1</b>	<b>Below Average 2</b>	<b>Average 3</b>	<b>Good 4</b>	<b>Excellent 5</b>	
6. Is willing to work extra hours to to achieve proper results.		1	2	3	4	5
7. Uses equipment and materials safely and economically.		1	2	3	4	5
8. Does not take unauthorized or unduly frequent absences.		1	2	3	4	5
9. Complies with Montana law, Administrative Regulations of Montana and School Board Policy and Procedures.		1	2	3	4	5

**Summary of ratings:**

**Overall Evaluation:**

**Commendations:**

**Recommendations:**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor Signature**

\_\_\_\_\_  
**Date**

**Appendix B**

**Meal Waiver Form**

I \_\_\_\_\_ voluntarily waive my contracted right to a one-half (1/2) hour unpaid duty free meals break during my scheduled shift. I plan to work through my one-half (1/2) hour meal break during each shift until I inform the district clerk otherwise.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor: Approved \_\_\_\_\_ Unapproved \_\_\_\_\_

District Clerk: Initial \_\_\_\_\_ Received \_\_\_\_\_