

07/01/2019

COLLECTIVE BARGAINING AGREEMENT

between

**THOMPSON FALLS
SCHOOL DISTRICT No. 2**

and

**THOMPSON FALLS CLASSIFIED
EMPLOYEES ASSOCIATION,
MEA, NEA**



SCHOOL YEARS 2019-2021

COLLECTIVE BARGAINING AGREEMENT
between
THOMPSON FALLS SCHOOL DISTRICT No. 2
and
THOMPSON FALLS CLASSIFIED EMPLOYEES ASSOCIATION, MEA, NEA

PREAMBLE

This Agreement made and entered into by and between Thompson Falls School District No. 2 (hereinafter the "District") and the Thompson Falls Classified Employees Association, MEA, NEA, (hereinafter the "Association").

The District and the Association agree as follows:

ARTICLE 1 - RECOGNITION

The District in compliance with the provisions of the Montana Public Employees Collective Bargaining Act and pursuant to the certification of the Montana Board of Personnel Appeals, recognizes the Thompson Falls Classified Employees Association, MEA-MFT, NEA, AFT, AFT-CIO as the exclusive representative of all classified employees as to their wages, hours, fringe benefits and other conditions of employment. Excluded from the appropriate unit shall be confidential employees, supervisory and managerial employees, the Administrative Secretary and all others excluded by the Collective Bargaining for Public Employees Act, Section 39-31-101 *et seq.*, MCA.

ARTICLE 2 - DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

- 2.1 "District" shall mean the Board of Trustees of School District No. 2, Thompson Falls, Montana and its agents or representatives.
- 2.2 "Association" shall mean the Thompson Falls Classified Employees Association, MEA, NEA.
- 2.3 "Employee" unless otherwise indicated, the term "employee" as used in this Agreement shall mean employees who are members of the appropriate unit as defined above.
- 2.4 "Probationary Employee" shall mean an employee during the first 1,040 hours of his or her continuous employment with the District, but not to exceed nine calendar months. Progress toward completion of the probationary period shall be deemed interrupted only if the employee quits, is discharged, or is laid off beyond the recall period.
- 2.5 "Substitute" shall mean an employee who is employed to fill a full or part time position on a per diem basis while the regular employee is absent or on leave.
- 2.6 "TDD" (Teacher Development Day) are days set and defined by the district for teacher development.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 Employee Rights: The Board and the Association agree that employees have the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their choosing on questions of wages, hours, fringe benefits and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection free from interference, restraint or coercion.
- 3.2 Information: The Board agrees to furnish such public information as required by the Association to fulfill its collective bargaining responsibilities.
- 3.3 Association Membership: No employee shall be required to join the Association or required to pay association representation fees.
- 3.4 Association Security:
- A. A bargaining unit member may elect to pay association dues if so chosen. The authorization/instruction form, APPENDIX B, is attached to the Collective Bargaining Agreement (CBA) and available for all members.
 - B. Commencing in October and each month thereafter the District shall deduct in equal installments the moneys that are so authorized. New authorizations when received by the District during the school year will be deducted prorate.
 - C. The District shall transmit all deducted moneys, along with a list of names for whom deductions are made, to the party designated by the Treasurer of the Exclusive Representative, on a monthly basis.
 - D. The Association agrees to indemnify and hold harmless the District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all attorney, court, damage and punitive costs arising out of the District's compliance with the provisions of this Agreement between the parties for Representation Fee deductions. This indemnification includes suits over the illegal use of deducted Representation Fees by the Association, provided the defense shall be under the control of the Association. The Association agrees to administer the collection of the Representation Fees in a manner consistent with applicable laws and court decisions. This provision is not intended to hold harmless or indemnify the District for its own errors prior to its transmittal of funds to the Association.
- 3.5 Association Business: Representatives of the Association will be permitted to transact Association business on school property, provided they shall not disrupt employees in the performance of their normal duties. The Association will be allowed to use school buildings for meetings, use available bulletin boards, use equipment such as, copiers, computers, and A-V equipment, when such equipment is not otherwise in use. Cost of materials such as spirit/ditto masters, paper, etc. will be borne by the Association.
- 3.6 Association Leave: Association members who are officials or designated representatives of the Association may take leave without pay for Association business with at least one day prior

notice from the Association President to the Superintendent, and provided that such leave shall not exceed an aggregate total of five days annually. In addition, the Association will be credited with two fully paid leave days per year for its delegate to the annual meeting of the Association.

- 3.7 Orientation: The Board agrees to offer an orientation session prior to the start of the school year for the purpose of helping employees become acquainted with district policies, procedures and employment benefits. The Association will be granted sufficient time at the end of the program to orient employees to the Association.

ARTICLE 4 - WAGES, HOURS, WORKING CONDITIONS

- 4.1 Work Day/Week: A work day for a permanent, full-time employee shall normally consist of eight hours, exclusive of meal period, and a work week for such an employee shall normally consist of forty hours. All classified employees will have the option of working TDDs. Employees will be permitted to use vacation days during TDDs, but will not be permitted to use sick days. Custodians normally scheduled to work during TDDs may use leave time as appropriate.
- 4.2 Wages: Wages shall be paid in accordance with the negotiated pay scale attached hereto as Appendix A.
- 4.3 Overtime: An employee shall be compensated for hours worked in excess of forty hours during any work week at the rate of 1½ times the employee's regular hourly rate. No overtime will be permitted without prior approval of the District. For purposes of this section only, all scheduled hours for which an employee receives leave pay or holiday pay pursuant to Articles 7, 8, 9 or 10 of this Agreement shall be considered as time worked for purposes of calculating overtime.
- 4.4 Seniority/Overtime: When overtime is required, it will be offered to employees on a seniority basis within the classification according to the following rules:
- A. Scheduled overtime, i.e. overtime known 24 hours or more in advance, will be offered on a seniority basis to all employees within the classification.
 - B. Unscheduled overtime, i.e. overtime not known at least 24 hours in advance, will be offered on a seniority basis to those employees for whom the overtime would be contiguous to their regular shifts. The District's duty to offer unscheduled overtime is limited to a single phone call to an employee at home if he/she is not on duty at the time the overtime is offered.
 - C. Custodial overtime will be offered on a seniority basis to those custodians who normally work on the campus (elementary or high school) on which the overtime work is being offered. If no custodian on the same campus wants or is available for the overtime work, the overtime work in question, will be offered to custodians on the other campus based upon seniority.
 - D. Call Out: Any employee called to work outside his/her normal schedule will receive no less than 2 hours of pay at one and one-half times his/her hourly rate. If this occurs on a holiday then this rate of pay will be double his/her hourly rate.
- 4.5 Meal Period: Each employee shall be entitled to a thirty minute duty-free meal break without pay.
- 4.6 Mileage Reimbursement: An employee required to drive his/her personal vehicle for authorized

school business shall receive a mileage reimbursement, for the distance actually traveled, at a rate equal to the mileage allotment allowed by the United States Internal Revenue Service for the current year, for the first 1,000 miles and three cents per mile less for all miles thereafter traveled within a calendar month. When an employee is authorized to drive his/her personal vehicle, even though a District owned or leased vehicle is available, a rate of three cents less per mile than the mileage rate allowed by the United States Internal Revenue Service for the current year shall be paid. Liability coverage shall be provided under the District's blanket liability insurance program, which shall be second coverage after the individual's own insurance policy is utilized.

- 4.7 Breaks: In addition to meal periods, each employee shall be granted a work break(s) with pay on days they work four hours or more. Employees scheduled to work six hours a day or more shall be entitled to take one fifteen minute work break during the first four hours of work and one fifteen minute work break during the remaining hours. An employee scheduled to work less than six hours, but for four hours or more, shall be entitled to take one fifteen minute work break during the first four hours. Work and meal breaks shall be taken in accordance with a schedule approved by the employee's supervisor.
- 4.8 Pay Day: Except in case of an emergency which makes it impossible to do so, employees shall be paid the 20th of each month. In the event of such emergency, paychecks will be issued not later than five work days after the regular pay day. If a scheduled payday falls on a day when District employees are generally not scheduled for work, employees shall be paid on the last workday preceding the payday.
- 4.9 Returning Employee: An employee whose employment with the District terminates for reasons other than just cause, and who is subsequently rehired by the District shall be compensated at the base pay plus up to five years' experience for previous employment with the District. Such employee shall, nevertheless, be subject to the probationary period for new employees, except that as to such employee Article 18 pertains to the grievance procedure.
- 4.10 Work Schedules: The District shall retain the right to set work schedules based upon the needs of the District.
- 4.11 Licenses: Employees will be reimbursed for the cost of obtaining or renewing any licenses required by the District.

ARTICLE 5 - ASSIGNMENT, TRANSFER & VACANCY

- 5.1 Assignments/Transfers: The Board may make assignments and transfers of employees. Said assignments and transfers shall be made after taking into account the qualifications, seniority, and desires of the employee(s) to be transferred or reassigned. Whenever the District temporarily assigns an employee to work as a substitute in a job that calls for higher pay than that of his/her own job, the District shall pay that employee for the work in the higher paying job at the higher rate from the first day assigned if four or more consecutive days are worked.
- 5.2 Vacancies: Whenever the District has a classified job opening for a position which is other than temporary it shall post a notice of such opening. The notice shall contain the job title and the anticipated term of the employment along with the name of the person to be contacted to obtain additional information. Vacancies shall be posted in the central office and on employee bulletin boards at least five days before the deadline for application. Applicants who have substantially equal qualifications will be selected on the basis of greater seniority. In no case will public advertisement of a vacancy occur before the internal posting.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.1 Definitions: A grievance is defined as a claim based on a violation, misinterpretation, or in inequitable application of the terms of this negotiated Agreement. A grievant is a person or the local Association asserting a grievance.
- 6.2 Purpose: The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise as to the meaning of the provisions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6.3 Procedure: Since it is important that grievances be processed as rapidly as possible, the number of workdays indicated at each level shall be considered as a maximum and every effort should be made to expedite the procedure. The time limits indicated herein may be extended only by the mutual consent of the parties. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school term, and if left unresolved until the beginning of the following school term, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

LEVEL 1: An employee with a grievance shall first discuss it with his/her building principal and/or supervisor with the objective of resolving the matter informally within ten work days of the occurrence of the alleged grievance.

LEVEL 2: If the aggrieved person is not satisfied with the disposition of his/her grievance at level one or if no decision has been rendered within five work days after presentation of the grievance, he/she will file, using the Grievance Report Form attached as Appendix C, the grievance with the District Superintendent within five work days after the decision at Level 1 or ten work days after the grievance was presented, whichever is sooner.

LEVEL 3: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within ten work days after the Superintendent, or his/her designee, has heard the grievance, he/she may within five work days after a decision by the Superintendent or within fifteen work days after the grievance was delivered to the Superintendent, whichever is sooner, file, using the Grievance Report Form attached as Appendix C, the grievance with the Board of Trustees. Within ten work days after receiving the grievance, the Board of Trustees or committee thereof, shall call a meeting with the aggrieved person and/or his/her representative for the purpose of resolving the grievance. Such resolution shall be in writing.

LEVEL 4: Arbitration: If within ten work days after receipt of the Board's decision at Level 3, the grievance response by the Board is not acceptable to the Association, the matter may be referred by the Association to final and binding arbitration in the following manner:

- A. Within ten work days of receipt of the Board's response at Level 3, the Association will notify the Board of its intent to submit the grievance to arbitration.
- B. If such notice is given, the Association will submit a request to the Montana Board of Personnel Appeals for a list of seven qualified arbitrators, all of who will be members of the American Arbitration Association and/or the Federal Mediation and Conciliation Service.

- C. 1. By mutual agreement a hearing may be avoided and the parties shall brief the matter to the arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement, or by the arbitrator if the parties cannot agree.
2. When a hearing is held, the arbitrator selected will issue a written decision within 30 days of the close of the hearing. The arbitrator may issue an immediate decision to the parties, with his/her written decision to follow.
- D. The parties shall equally share the expenses and charges of the arbitrator. The parties shall each pay their own costs for presenting their respective cases. The parties may be represented during the arbitration process by representatives of their choice.
- E. The arbitrator shall have no authority to modify, add to, or subtract from the terms of this Agreement. This arbitration provision is for grievance arbitration and there shall be no interest arbitration. If any question of arbitrability arises, such question shall be ruled upon by the arbitrator selected to hear the grievance.
- F. The Board and the Association agree that all differences between them over this Agreement shall be resolved according to the orderly procedures provided herein and, therefore, during the term of this Agreement the Board will not lock out employees and the Association will not engage in a strike, or other concerted action designed to reduce work normally performed by employees.
- 6.4 Forms: All grievances must be submitted, answered and appealed on the Grievance Report Form, attached as Appendix C.
- 6.5 Informal Process: nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure provided that the remedy is consistent with the terms of this Agreement.
- 6.6 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 process.
- 6.7 Election of Remedy and Waiver: After a grievance has been submitted to arbitration, the grievant and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.

ARTICLE 7 - JURY AND WITNESS FEES

- 7.1 Juror Fees: An employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the accounting office of the District. Juror fees shall be applied against the amount due the employee from the District. However, if an employee elects to charge his/her juror time off against his/her annual leave, the employee shall not be required to have juror fees applied against amounts due from the District. An employee is not required to remit to the District any expense or mileage allowance paid by the court.
- 7.2 Witness Fees: An employee subpoenaed to serve as a witness shall collect fees and allowances

payable as a result of the service and forward the fees to the accounting office of the District. Witness fees shall be applied against the amount due the employee by the District. The employee shall receive the greater of the amount of the fees or the amount due the employee from the District. However, if the employee who elects to charge his/her witness time off against his/her annual leave, the employee shall not be required to have witness fees applied against the amounts due from the District. An employee is not required to remit to the District any expense or mileage allowance paid by the court.

ARTICLE 8 - SICK LEAVE

- 8.1 Definition: "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.
- 8.2 Accrual: Each permanent employee shall earn sick leave credits from the first day of employment. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of .046 hours for each hour in pay status without restriction as to the number of hours that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed ninety days.
- 8.3 Leave Status: An employee may not accrue sick leave credits while on a leave without pay status.
- 8.4 Termination: An employee who terminates employment with the District is entitled to a lump sum payment equal to one-fourth of the pay attributed to the sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's wage at the time he terminates employment with the District.
- 8.5 Re-employment: An employee who received a lump sum payment pursuant to this Article and who is again employed by the District shall not be credited with any sick leave for which the employee has previously been compensated.
- 8.6 Doctor Statement: An employee returning to work after an illness or injury may be required to present a statement from his/her physician if the illness or injury requires five or more working days. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payment.
- 8.7 Family Medical Leave: The provisions of the Family Medical Leave Act shall apply when an eligible employee is absent due to a condition which qualifies under the Act, and an employee's accumulated sick leave credits will be used unless the employee notifies the District otherwise, in which case the employee will not use such credits to extend that particular leave.
- 8.8 Family and Bereavement:
 - A. Sick leave may be used for illness suffered by a member of an employee's immediate family.
 - B. With the approval of the Superintendent, sick leave may be used in the event of the death of a member of the employee's immediate family.
- 8.9 Immediate Family: "Immediate family" is defined as father, mother, sister, brother, husband, wife, child, grandparent or grandchild. This relationship may be by either affinity or consanguinity.
- 8.10 Sick Leave Bank: During the school year, any bargaining unit member may, at his or her

discretion, donate not more than two days of his or her sick leave to any other District employee who has exhausted his or her own sick and vacation leaves due to personal illness. No more than thirty days of sick leave from the bargaining unit may be donated for this purpose. All sick leave must come from currently accumulated sick leave of the donor. The donor and recipient must let the District Clerk know by the fifth of the month if the transfer or leave is expected to take place prior to that month's paycheck.

- 8.11 Bereavement Leave: Each employee will be allowed three (3) days of paid bereavement leave per occurrence up to two times each year for death of an immediate family member. Additional days may be taken from sick leave as per 8.8(b).

ARTICLE 9 - VACATION

- 9.1 Definition: "Vacation leave" means a leave of absence with pay for the purpose of rest, relaxation, or personal business at the request of the employee and with the concurrence of the District. An employee other than one scheduled to work 260 days per year may elect to be paid for all or a portion of his or her remaining and unused annual leave credits in the June paycheck if such notification is given to the District Clerk prior to June 10.
- 9.2 Credits: Permanent employees shall earn annual vacation leave credits from the first day of employment. Annual leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any annual leave with pay until they have been continuously employed for a period of six months.
- 9.3 Limits: An employee may not accrue annual vacation leave credits while on "leave without pay" status.
- 9.4 Accrual: Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of employee's employment with the District whether the employment is continuous or not. A year of credit shall be granted for each school year worked.

<u>Years of Employment</u>	<u>Working Hours Credit*</u>
1 day through 10 years058 x number of hours
10 years through 15 years069 x number of hours
15 years through 20 years081 x number of hours
Over 20 years.....	.092 x number of hours

* includes all hours in pay status.

Seasonal employees earn annual leave credits on the same basis as non-seasonal employees.

- 9.5 Use: The dates when an employee's annual leave shall be granted shall be determined by agreement between each employee and the District with regard to the best interests of the District as well as the best interests of each employee. The District reserves the right to limit the number of employees on annual leave at any time classes are in session and during Christmas break for custodians. Request for annual leave shall be considered in the order received. When, on the same day, more than one employee submits a request for annual leave covering the same dates, the more senior employee's request will receive priority.
- 9.6 Accumulation: Annual vacation leave may be accumulated to a total not to exceed two times the

maximum 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 days from the last day of the calendar year in which the excess was accrued.

- 9.7 Termination: An employee whose employment terminates for reasons not reflecting discredit on himself shall be entitled, upon the date of such termination, to be paid for unused vacation leave, assuming that the employee has worked the qualifying period set forth above.
- 9.8 Holidays/Vacations: Holidays occurring while an employee is on vacation leave will not be charged as vacation time

ARTICLE 10 - HOLIDAYS

10.1 Holidays:

- A. Days: Employees shall be entitled to the legal holidays set forth in state law. Specifically, employees shall be entitled for paid holidays as set forth below:

New Year's Day	Memorial Day	Presidents Day (unless a school day)
Independence Day	Labor Day	
Thanksgiving Day	Christmas Day	

- B. Alternates: When these holidays fall on Saturday or Sunday, the preceding Friday or succeeding Monday shall be a holiday for all employees during the period of employment. (Cooks, aides, etc. would not receive pay for Independence Day since they are not working but would for Christmas, New Year's, etc.)

10.2 Holiday Pay: See 10.4 below.

10.3 Time Off: Employees shall not work on the above holidays, but if they are required to work on these holidays due to an emergency, then they shall earn a total of double time for all time worked on a holiday that does not require overtime and double and one-half time for hours worked that require overtime on that holiday, or by an agreement with the District the employee will earn their regular pay and an alternate day off which shall be scheduled by mutual agreement.

10.4 District Holidays: Employees shall be allowed to use vacation days on President's Day and Good Friday unless there is an emergency (includes part-time employees as well).

ARTICLE 11 - OTHER LEAVE

11.1 Other Leaves: Upon application by an employee, the District may, at its sole discretion and without creating precedent and for whatever reasons it deems appropriate, grant the employee an unpaid leave of absence and/or add to the types and/or lengths and/or benefits attached to established leaves.

11.2 Civic/Jury Duty Leave: Leave for service on a jury or at the Legislature will be granted according to the state and federal laws. An employee who is summoned to jury duty or subpoenaed as a witness may elect to receive regular salary or to take annual leave. Any employee who elects regular salary must remit all juror and witness fees and allowances (excluding expenses and mileage).

- 11.3 Temporary civic leave at full salary will be provided each employee who has been employed for a period of at least six months for military service, National Guard or Reserve training and/or encampments, accruing at a rate of 120 hours in a calendar year, in accordance with statute. Unused military leave shall be carried over to the next calendar year but may not exceed a total of 240 hours in any academic year.

ARTICLE 12 - LAYOFF

12.1 Seniority:

- A. Definition: An employee's seniority is the number of years of continuous service since the date the Board of Trustees voted to approve the hiring of the employee. Ties will be broken by lot. A resignation or dismissal will end continuous service. Temporary employment as a substitute will not count as continuous employment. While time on recall will not count towards seniority, a recalled employee will retain seniority he/she had prior to layoff.
- B. Roster: By October 1st of each school year, the District will provide a seniority roster to the Association President showing the number of years of seniority for each employee to include month and day of official hiring by the Board of Trustees. Disagreements must be processed through the contractual grievance procedure or the data on the last list posted will be deemed correct unless changed by mutual agreement.

12.2 Layoff:

- A. Order: When the Board eliminates a bargaining unit employee in any of the specified job areas, the least senior employee in that job area will be laid off first. Whenever reasonably possible the District will give at least 20 calendar days advance notice of a layoff.
- B. Job Areas:
- Secretary, including Lunch Clerk
 - Maintenance/Boiler
 - Maintenance/Custodian
 - Custodian
 - Cook
 - Assistant Cook
 - Cafeteria Server
 - Paraprofessionals/Aides
- C. Bumping: By issuing a written notice to the Superintendent not later than 15 calendar days after receipt of a layoff notice, an employee may bump a probationary employee in another job area, or a less senior non-probationary employee in another job area provided that he or she previously worked in such job area for at least three continuous months. In the event an employee is eligible and qualified to bump two or more employees, the Superintendent shall decide to which position the employee shall bump except when there is a significant difference in compensation and/or hours of the options, in which case the employee may bump into the position which most closely resembles his/her previously held position.

- 12.3 Recall: For one calendar year after the effective date of layoff, non-probationary employees will have the right to be recalled in the reverse order of those on layoff status to any open position in their previously held Job Area which the employee previously worked for the District, or in the case of a Title 1 Aide position, meet mandatory Title 1 requirements under the NCLBA. The District will notify a laid off employee of recall by certified mail, and the employee will issue a written response to the Superintendent not later than 15 calendar days from the issuing of the recall notice or the employee will be deemed to have waived any further recall rights. Wages will be the same as if the employee had not been released due to RIF.

ARTICLE 13 - MANAGEMENT RIGHTS

It is recognized that the Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties and activities of its employees. The Board retains all functions and rights not specifically limited by this Agreement.

ARTICLE 14 - EMPLOYEE RIGHTS

- 14.1 Citizenship Rights: The Board recognizes the employee's right of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline, discrimination or termination, as outlined by state and federal law, unless such activities affect the employee's ability to perform assigned duties.
- 14.2 Appearances Before Employer: An employee shall be entitled to have a representative present, under the rules governed by *Weingarten* and its progeny, during any meeting with the employer or the employer's agents when the employee is asked to provide information which could be used as a basis for discipline or when the employee is asked to defend his or her conduct. An employee will be given at least 24 hours advance notice of the meeting and the purpose thereof, unless the safety or welfare of the District's students or employees require immediate action, or there exists a situation which requires immediate action.
- 14.3 Uniform Application: Rules governing employee activities and conduct shall be applied uniformly within the District, with the understanding, however, that differences in work schedules and locations may require common sense differences in application.
- 14.4 Files: Access to an employee's personnel files shall be limited to the employee or designee as authorized in writing, District officials and the District's authorized legal or collective bargaining representative. Employees have the right to review and have copies of the contents of their files. Any review will take place at a place in school offices designated by the administration. Any review will take place during regular business hours. No secret, duplicate or alternate files will be kept by the District, but the Administration may keep files of personal notes under the condition that such notes will not be considered a part of the employee's work record. Notes and documents not contained in the official personnel file shall not be used as evidence against an employee unless the employee has been shown the document or furnished a copy.
- 14.5 Just Cause: No non-probationary employee will be subject to discipline or discharge except for just cause.

ARTICLE 15 - INSURANCE

- 15.1 A comprehensive family major medical program, with a tiered, fixed dollar contribution toward medical premiums, will be provided for employees are regularly scheduled to work at least 30 hours per week for 180 days per year by the Board monthly as follows:

Employee Only	\$434.00
Employee + Children	\$717.00
Employee + Spouse	\$867.00
Family	\$1170.00

The total amount above the District's contribution will be deducted from the employee's salary following the guidelines of the I.R.S. "cafeteria plan" program, and the payroll checks will be figured on the reduced amount. Should the medical only insurance premium for the contracted school year increase by more than 12%, this Section may be reopened for renegotiation for that school year, at the request of either party. If an employee selects an available High Deductible Health Plan with a premium cost less than the district's contribution, then the District will contribute the difference in the costs that would have been paid towards the major medical to an employee's Health Savings Account (HSA).

Example: An employee's monthly medical premium is \$400.00 and the district's monthly contribution is \$450.00, the district will deposit the difference of \$50.00 per month or \$600.00 annually into the employee's HSA. The District's share to the HSA will be deposited at one time as early as possible under federal and state laws.

The Board shall provide term life insurance without cost to members of the bargaining unit in an amount equal to \$10,000.00 who work at least 20 hours per week, 180 days per year.

- 15.2 Employee Choice: Employees may choose whether or not to participate in the plan, but the District will not compensate an employee in lieu of his/her membership in the plan.
- 15.3 School District Obligation: The School District's only obligation hereunder is to pay the premium as specified in the plan once the employee has been accepted into the plan by the insurance carrier, using for such premium the amount specified herein plus a deduction from the employee's pay for the remainder. No claim shall be made or shall be valid against the School District which is related to a denial of insurance coverage or benefits by the insurance carrier.
- 15.4 Eligibility: An employee shall be eligible for School District contributions toward his/her premium only so long as he is employed by the School District. When employment by the District ceases, School District contribution ceases and the employee becomes eligible for COBRA (Consolidated Ombudsman Reconciliation Act of 1986) as per federal law. Employees in a "leave without pay" status in excess of five days must pay the District's share of the premium during the leave without pay.

- 15.5 Part-Time Employees: For each part-time employee who qualifies for membership in the District's group health insurance plan the employee must pay the full amount of the premium.
- 15.6 Retired Employees: Retired employees shall be eligible to utilize a conversion policy with the existing carrier but shall pay the entire premiums for such coverage, as per MCA 2-18-704.

ARTICLE 16 – RETIREMENT

- 16.1 Contributions: The District will pay into the Public Employee's Retirement System (PERS) or Teacher Retirement System (TRS), whichever is appropriate, the District's costs as levied by PERS or TRS.
- 16.2 Termination: Upon termination of employment, an employee may report to the business office of the District to fill out necessary forms for a refund of monies paid into the retirement system if the employee does not want the money left in the system. The forms will be forwarded to PERS by the District within five days of the employee's payroll. TRS employees must contact Teachers Retirement in writing for refund forms.
- 16.3 Retirement Severance: The District shall award a severance to those employees who have worked for at least 15 years in the District (based upon hiring date and a minimum of 522 hours per year to count as one year) and who are eligible to retire from the state retirement system (either TRS or PERS). The retirement severance stipend will be equal to an amount of \$3,000. The Retirement Severance will be individually granted so that the total amount that each qualified employee will receive from the District from paid off vacation, sick days, and retirement severance stipend will not exceed \$7,000. If the total amount from paid off vacation and sick leave exceeds \$7,000 then there would be no retirement severance stipend. The employee will pay all costs on the Termination Pay-Irrevocable Election Form for Option 1 to adequately compensate the TRS for the additional benefit. The employee will have to let the district know at least 90 days prior to retirement to be eligible for the retirement severance. (Retroactive for those retiring in 2012-13)

ARTICLE 17 - PROBATION AND DISCHARGE

Each new employee shall be on probation for the first 1,040 hours but not to exceed nine calendar months of his/her continuous employment with the District. During this probation the District is free to discipline and/or discharge such employee without recourse through the grievance procedure.

ARTICLE 18 - EMPLOYEE EVALUATION

- 18.1 Probationary Employees: Probationary employees will be recommended/not recommended for permanent employee status by their immediate supervisor following their probationary period. This recommendation shall be given orally to the administration, who will then forward the recommendation to the trustees.
- 18.2 Permanent Employees: All permanent employees will be evaluated on an ongoing basis. Supervisors will notify an employee of any serious deficiencies in job performance in writing whenever such deficiencies are noted. Included in the notice will be a remedial plan for improvement.

Should the employee fail to correct deficiencies and adhere to the plan for improvement, dismissal proceeding may be initiated. If an employee disagrees with a deficiency notice, he/she may submit a written rebuttal.

ARTICLE 19 - CONDITIONS OF AGREEMENT

- 19.1 Term: All provisions of this Agreement shall be in effect from July 1, 2019, through June 30, 2021, when ratified by both parties.
- 19.2 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 commence within two weeks in order to alter said section(s) providing the benefit(s) according to the intent of the parties.
- 19.3 Duplication: Copies of the Agreement shall be printed at the expense of the Board within thirty days after the agreement is signed. Copies shall be presented to all employees now or herein after employed. The Association will be provided five copies of this Agreement.
- 19.4 Term of Agreement: This Agreement constitutes a full and complete Agreement between the parties, and there shall be no additional negotiations over its provisions during its term, except by mutual agreement and/or for a successor agreement pursuant to Section 19.6.
- 19.5 Policy: This Agreement is part of Board Policy, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- 19.6 Renewal and Reopening of Agreement: This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, not later than 120 days prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of those provisions. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.



In Witness Whereof

FOR: BOARD OF TRUSTEES,
SCHOOL DISTRICT No. 2

FOR: THOMPSON FALLS CLASSIFIED
EMPLOYEES ASSOCIATION, MEA/NEA

Date signed: _____

Date signed: _____

Board Chair

Unit President

District Clerk

Unit Secretary

APPENDIX A - WAGE SCALE

- A. Wage Schedule: July 1, 2019 through June 30, 2021:
 Association will be provided a list of classified employees and their wages for the following years of the contract if they are to be employed by the district. (\$.20 per hour increase for 2019-20) (\$.20 per hour increase for 2020-21)

CLASSIFICATION	HOURLY RATE	
	2019-20	2020-21
Secretary	\$14.50	\$14.70
Lunch Clerk	\$14.30	\$14.50
Maintenance/Boiler	\$18.60	\$18.80
Maintenance/Custodian	\$15.35	\$15.55
Custodian	\$13.90	\$14.10
Head Cook	\$15.90	\$16.10
Assistant Cook	\$13.70	\$13.90
Cafeteria Worker	\$13.10	\$13.30
Paraprofessional/Aide	\$14.30	\$14.50
Mail Carrier is paid the same rate the employee is paid for his or her other District job, or the rate specified in this chart in the absence of another District job.	\$14.30	\$14.50

- B. Longevity:

Classified Staff

YEARS OF SERVICE	AMOUNT	Title 1 Aide (because of higher educational requirements)
3 Years	\$.30/hr. (\$.30 total)	
5 Years	\$.30/hr. (\$.60 total)	
7 Years	\$.30/hr. (\$.90 total)	
9 Years	\$.30/hr. (\$1.20 total)	
11 Years	\$.30/hr. (\$1.50 total)	
15 Years	\$.30/hr. (\$1.80 total)	\$.50/hr. (\$2.00 total)
20 Years	\$.40/hr. (\$2.20 total)	\$.40/hr. (\$2.40 total)
25 Years	\$.50/hr. (\$2.70 total)	\$.50/hr. (\$2.90 total)
30 Years	\$.50/hr. (\$3.20 total)	
35 Years	\$.50/hr. (\$3.70 total)	

APPENDIX B - NON-ASSOCIATION EMPLOYMENT CONTRACT

Under the provisions of Article 3, Section 4 of the Collective Bargaining Agreement between the Board of Trustees of Thompson Falls School District No. 2 and the Thompson Falls Classified Employees Association, this Employment Contract must be executed between the parties in order for the hereinafter mentioned individual to be employed by the District. Revocation of this contract by the employee shall be deemed a voluntary resignation. This Employment Contract does not in any way allow the District more rights to discharge or lay off employees than is provided in the Collective Bargaining Agreement between the parties. The sole purpose of this Employment Contract is limited to the execution and continuation of the representation fee authorization. The Employment Contract is subject to the terms of the above mentioned Collective Bargaining Agreement.

THE BOARD OF TRUSTEES OF THOMPSON FALLS SCHOOL DISTRICT No. 2, AND THE INDIVIDUAL HEREINAFTER SIGNED, IN CONSIDERATION FOR THE BENEFITS AND WAGE PROVIDED BY THE TERMS OF THE NEGOTIATED LABOR AGREEMENT, DO HEREBY AGREE:

I, the employee undersigned, hereby authorize and instruct the District to deduct from my monthly pay the amount of money established as the Association's "Representation Fee", and to turn such money over to the Association in accordance with the provisions of the negotiated labor agreement. I understand that this authorization and instruction to the District is valid through each contract period.

FOR: BOARD OF TRUSTEES:

EMPLOYEE:

Chair, Board of Trustees

Employee

Date: _____

Date: _____

Witness: _____
Clerk of the Board

APPENDIX C - GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM

THOMPSON FALLS DISTRICT No. 2

Page 1 of 2

Grievant: _____

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated: _____

B. _____

Contract Provision Violated: _____

C. _____

Contract Provision Violated: _____

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Supervisor: _____

SUPERVISOR'S RESPONSE:

A. _____

B. _____

C. _____

Supervisor Signature: _____ Date given to Grievant: _____

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature: _____ Date given to Superintendent: _____

SUPERINTENDENT'S RESPONSE:

A. _____

B. _____

C. _____

Superintendent Signature:

Date given to Grievant:

GRIEVANT'S RESPONSE:

A. _____

B. _____

C. _____

Grievant Signature:

Date given to Board:

BOARD'S RESPONSE:

A. _____

B. _____

C. _____

Board Chair Signature:

Date given to Grievant:

DISPOSITION OF GRIEVANCE:

Settled: Level 2 Level 3 Arbitration

SETTLEMENT: _____

