

# **NEGOTIATED AGREEMENT**

Between the

**BOARD OF TRUSTEES**  
School District No. 9  
East Helena, Montana

And the

**EAST HELENA EDUCATION SUPPORT ASSOCIATION**

For the

**2019 - 2022  
SCHOOL YEAR**

ARTICLE I – RECOGNITION	4
ARTICLE II - DEFINITIONS	4
2.1    Appropriate Unit	4
2.2    Employee	4
2.3    Board or District	4
2.4    Association	4
ARTICLE III - ASSOCIATION RIGHTS	4
3.1    Right to Organize	4
3.2    Information	5
3.3    Association Business and Communication	5
3.4    Exclusive Rights of the Association	5
ARTICLE IV - DUES, FEES AND PAYROLL DEDUCTIONS	5
4.1    Dues Deduction Authorized	5
4.2    Other Deductions	6
ARTICLE V - EMPLOYEE RIGHTS	6
5.1    Appearances Before the Employer	6
5.2    Just Cause	6
ARTICLE VI - HOURS AND WORKING CONDITIONS	6
6.1    Orientation (Training)	6
6.2    Physical Exams	6
6.3    Assignments, Transfers and Vacancies	6
6.4    Work Day-Work Year-Work Week	7
6.5    Breaks	7
6.6    Lunch	7
6.7    Use of Tobacco	7
6.8    Drug Testing	8
ARTICLE VII - LEAVE AND ABSENCES	8
7.1    Sick Leave	8
7.2    Bereavement Leave	10
7.3    Military Leave	11
7.4    Civic Leave	11
7.5    Public Office Leave	11
7.6    Maternity Leave	12
7.7    Annual or Vacation Leave	12
7.8    Other Leave of Absences	14
7.9    Holidays	14
ARTICLE VIII - COMPENSATION AND FRINGE BENEFITS	15
8.1    Higher Job Description Pay	15
8.2    Overtime	15
8.3    Workers' Compensation	15

8.4	Insurance	15
8.5	Use of Private Vehicle	17
8.6	Retirement	17
ARTICLE IX - JOB CLASSES		18
9.1	Job Description	18
9.2	Layoff	18
ARTICLE X - GRIEVANCE PROCEDURE		18
10.1	Definitions	18
10.2	Grievance Procedure	18
10.3	Exceptions to Time Limits	20
10.4	No Reprisals	20
10.5	Cooperation of Parties	20
10.6	Personnel Files	20
ARTICLE XI - EMPLOYEE EVALUATION		20
11.1	Evaluation	20
11.2	Reports	20
11.3	Rebuttal	21
11.4	Personnel File(s)	21
ARTICLE XII - EFFECT OF AGREEMENT		21
12.1	Changes in Agreement	21
12.2	Savings Clause	21
12.3	Letter of Intent	21
12.4	Duplication and Distribution	22
12.5	Effect of Agreement	22
ARTICLE XIII - DURATION		22
13.1	Duration	22
ARTICLE XIV -MANAGEMENT RIGHTS		22
14.1	Management Rights	22
ARTICLE XV -WAGES		23
15.1	Salaries	23
15.2	Increase in Current Wages For All Other Employees	23
15.3	Paychecks	24
ARTICLE XVI - SIGNATURE		25

## EAST HELENA EDUCATIONAL SUPPORT ASSOCIATION AGREEMENT

This Agreement is entered into by and between the Board of Trustees, Elementary School District Number 9, Lewis and Clark County, East Helena, Montana, hereinafter called the "Board" or "District", and the East Helena Education Support Association hereinafter called the "Association" or "Union".

### ARTICLE I – RECOGNITION

The Board hereby recognizes the East Helena Education Support Association as the exclusive representative of the employees for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment.

### ARTICLE II – DEFINITIONS

#### 2.1 Appropriate Unit

The appropriate unit shall include classified staff employed as Bakers, Bus Drivers, Cashiers, Cooks, Food Transporters, Custodians, Maintenance, Paraprofessional, Kitchen Aide I, Kitchen Aide II, Salad Preparers, Secretaries, Educational Interpreter, Reading Tutors, Title I Tutors, and Indian Education Paraprofessionals, excluding those individuals certified in Class I, II, IV, or V as provided in Section 20-4-106, MCA, Superintendents, Principals, Department Heads, Directors, part-time or temporary employees (those employed less than 10 hours per week), substitute employees (those employed less than 30 consecutive days in the same position), those excluded by Section 39-31-103(2)(b) MCA and excluding all other employees.

#### 2.2 Employee

Unless otherwise indicated, the term "employee", as used in this agreement, shall mean employees who are members, or employees who are eligible for membership, in the appropriate unit as defined above.

#### 2.3 Board or District

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 East Helena Education Support Association (EHESA) unit of the **Montana Federation of Public Employees (MFPE)** 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 their 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, labor and other expenses associated in producing such information when the cost exceeds \$100.00 in any fiscal year.

### 3.3 Association Business and Communication

- (1) The Association and its representatives may be permitted to conduct Association business on school property provided that such activities do not interfere with job performance and the orderly operation of the school.
- (2) The Association may use school facilities for its meetings provided they secure the principal's permission and the facilities are not otherwise being used. The meetings shall be outside the participating employee's work day.
- (3) The Association may post notices on staff bulletin boards and/or use employee mailboxes, provided such notices and/or mail is of non-political nature.
- (4) Employee(s) working evening shift may be given release time to attend association meetings provided they secure the supervisor's permission first. This release time is not considered school work time.
- (5) When the district hires new employees at the beginning of the school year who are in the classifications covered by this contract, the district shall give the union president notice of the new hire by name and position. This will take place within two days of their hire date.

### 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 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.

## **ARTICLE IV – DUES, FEES AND PAYROLL DEDUCTIONS**

### 4.1 Dues Deduction Authorized

- (1) **Upon written authorization from the employee, the District will deduct from the pay of the employee the monthly amount of dues certified by the Association. The District shall deliver the dues to the treasurer of the exclusive representative. The Union as exclusive representative of all employees will represent such persons fairly, whether members or not. Membership shall be made available to all who apply, consistent with the Union constitution and policies.**

- (2) **The Association agrees to indemnify and hold harmless the School District, the Board, each individual Board member and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the provisions of this Agreement between the parties for dues and fee deduction.**

4.2 Other Deductions

Upon written authorization from the employee, the Board may agree to make other deductions for such things as tax sheltered annuities.

**ARTICLE V – EMPLOYEE RIGHTS**

5.1 Appearances Before the Employer

An employee, at the employee's request, is entitled to have an Association representative present during any investigation meeting which the employee could reasonably believe could result in disciplinary action.

An employee shall be entitled to have present a representative of the Association during any appearance before the Board or its agents in which discipline is to be administered. An employee shall be given prior written notice of the reason for such a discipline meeting and shall be advised in advance of the right to have representation.

5.2 Just Cause

An employee who has been in service for six (6) months or more shall not be disciplined or terminated without just cause.

**ARTICLE VI – HOURS AND WORKING CONDITIONS**

6.1 Orientation (Training)

- (1) The District will pay the cost for Board directed training for the employees. The District will pay the employees for time spent at Board directed 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 directed by the District.
- (2) The District will pay registration fees for classes and workshops that an employee completes outside of work hours that would increase the employee's skills on the job. Prior approval by the Superintendent is necessary before the class or workshop begins. The employee will be reimbursed for the registration fee upon presenting evidence of successful completion of the class or workshop.

6.2 Physical Exams

The District will pay the cost of a physical exam when it is required as part of the employee's job.

### 6.3 Assignments, Transfer and Vacancies

- (1) The District will make all assignments and/or transfers. The District will consider the qualifications, seniority, and desire of the employee before making any assignments and/or transfers of current employees. Current employees will be afforded an interview.
- (2) The interview team shall be informed that the applicants are current District #9 employees. The decision in regard to which applicants are recommended for hire rests with the hiring committee who will recommend the best qualified applicant. When the committee finds that the applicants qualifications are substantially equal, seniority will prevail. The committee shall consist of more than one individual. The final decision on hiring rests solely with the Board.
- (3) During the school year, all bargaining unit vacancies shall be posted on the employees' bulletin board(s) five (5) working days prior to the application deadline. The President of the Association shall also be provided copies of the unit vacancy notice(s). Nothing in this section shall be construed as preventing the District from filling a position on a temporary basis without posting it if and when there is an immediate need to do so; provided, however, if the position is going to be filled for more than 60 days it is subject to the posting requirements of this provision. Current employee(s) who make application will be considered along with all other applications for the vacancies.

### 6.4 Work Day – Work Year – Work Week

The District will assign hours of work, number of days of work, length of work, job responsibility, and/or duties. After seeking input from the Association President, the hours of work, number of days of work, the length of work, job responsibility, and/or duties may be changed by the District.

### 6.5 Breaks

Employees who work a minimum of four consecutive hours shall be entitled to one fifteen minute paid rest during the first four hours of employment as directed by the employer. Employees working seven or more hours shall be entitled to two fifteen minute paid rest breaks, one during the first four hours and the second during the second three hours at times directed by the District. The employer shall seek the employees' input before directing break times.

### 6.6 Lunch

No employee shall be required to work more than five (5) consecutive hours without being allowed an unpaid meal break. No unpaid meal break shall be for less than one-half (1/2) hour duty free. If the assigned meal break is less than one-half hour duty free, the meal break shall be paid. After seeking the employees' input, meals shall be taken as assigned and directed by the employer.

## 6.7 Use of Tobacco

It is the policy of School District No. 9 that all school facilities, vehicles and grounds are to be totally tobacco free.

## 6.8 Drug Testing

The purpose of drug testing is to establish and maintain a safe, healthy working environment for all employees and students; to reduce substance abuse related accidental injuries to persons and property; to reduce substance abuse related absenteeism and tardiness and to provide rehabilitation assistance to employees who seek help. Drug or alcohol testing will only be conducted if management determines reasonable cause exists. Reasonable cause means any set of particularized suspicion such as slurred speech, inability to walk straight, erratic behavior, body odor or other visual signs that would lead a reasonable person to believe an employee's work is being affected by being under the influence. **Under these circumstances the employee shall submit to mandatory testing within 2 hours.** The District will NOT conduct random drug or alcohol testing on employees except as already established for bus drivers. An individual has the right to have a second test done by a different agency using the same samples if desired. It is understood that testing if necessary should be done only to show on the job usage or impairment. The district will respect the employee's right to confidentiality, representation, privacy and individual dignity throughout the process.

# ARTICLE VII – LEAVE AND ABSENCES

## 7.1 Sick Leave

(1) Definitions; for this Article only:

- (a) "Permanent employee" means an employee who is assigned to a position designated as permanent on the appropriate list of authorized positions referenced in 2-18-206, MCA, and approved as such in the biennium budget.
- (b) "Part-time employee" means an employee who normally works less than 40 hours a week.
- (c) "Full-time employee" means an employee who normally works 40 hours a week.
- (d) "Temporary employee" means an employee assigned to a position designated as temporary on the appropriate agency list of authorized positions referenced in 2-18-206, MCA, created for a definite period of time not to exceed 9 months.
- (e) "Seasonal employee" means an employee assigned to a position designated as seasonal on the appropriate agency list of authorized positions referenced in 2-18-206, MCA, and for which the agency has a permanent need but which is interrupted by the seasonal nature of the assignment.



- (f) "Sick leave" means a leave of absence with pay for a sickness suffered by an employee or his immediate family.
- (g) "Donation" is a direct grant of sick leave time to a fellow employee.
- (2) Each permanent full-time employee shall earn sick leave credits from the first day of employment to cover personal illness, quarantine, communicable disease, maternity, or illness in the immediate family. Immediate family is defined as spouse, child, parent, siblings, grandparents, grand-children and family of spouse to a like degree. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal 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. The District will adhere to FMLA guidelines when considering sick leave.
- (3) An employee may not accrue sick leave while in a leave-without-pay status.
- (4) Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period. The calculation of sick leave shall be  $.046 \times$  number of hours worked in a pay period.
- (5) Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period. The calculation of sick leave shall be  $.046 \times$  number of hours worked in a pay period.
- (6) 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 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 terminates his employment with the district, state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment, therefore, shall be the responsibility of the district wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies within the same jurisdiction, he is not entitled to a lump-sum payment. In a transfer between agencies, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.
- (7) An employee who receives a lump-sum payment pursuant to this section and who is again employed by any district 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. Just cause procedures will be followed if dismissal is recommended.
- (9) Sick Leave Donations: Employees employed pursuant to this Agreement may donate or receive sick leave for catastrophic illness. The terms and conditions of sick leave donation usage are as follows:

- (a) Any employee may donate a portion of accrued sick leave to the sick leave donation if, after the donation, the donating employee has a minimum of 20 hours of accrued sick leave remaining.
- (b) The employee may donate in writing no more than 20 hours of accrued personal sick leave during each contract year.
- (c) An employee eligible for receipt of sick leave donations may receive no more than a maximum of 10 days of sick leave, per shift worked, during each contract year.
- (d) For an employee to be eligible to utilize the sick leave donation, the employee must:
  - (i) have current employment with School District No. 9
  - (ii) have worked for the District for at least ninety (90) school days
  - (iii) suffer a catastrophic illness or accident which results in absence from work of no less than fifteen (15) consecutive work days
  - (iv) Exhaust all personal or accrued sick leave, annual leave, and other accrued paid leave
  - (v) provide to the Superintendent of Schools a physician's certification of catastrophic illness or accident
  - (vi) receive approval to utilize the days from a committee comprised of the Superintendent and two members of the EHESA Executive Board.

## 7.2 Military Leave

The District will grant military leave with or without benefits to the extent required by law.

## 7.3 Civic Leave

Jury Duty – Serve as witness.

- (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 shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him 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 shall forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness

time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him 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.
- (4) The above language is subject to current law.

#### 7.4 Public Office Leave

Mandatory leave of absence for employees holding public office – return requirements.

- (1) Employers of employees elected or appointed to a public office in the city, county or state shall grant such employees leaves of absence, not to exceed 180 days per year, while they are performing public service.
- (2) Employees granted a leave shall make arrangements to return to work within 10 days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified to by a licensed physician.
- (3) Any unemployment benefits paid to any person by application of this section shall not be charged against any employer under the unemployment insurance law.

#### 7.5 Maternity Leave

- (1) It shall be unlawful for an employer or his agent to:
  - (a) terminate a woman's employment because of pregnancy;
  - (b) refuse to grant to the employee a reasonable leave of absence for such pregnancy;
  - (c) deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
  - (d) require that an employee take a mandatory maternity leave for an unreasonable length of time.
  - (e) the District will grant leave in accordance with the Family Medical Leave Act. The employees will be required to use appropriate paid leave while on FMLA Leave. Workers Compensation absences will be designated FMLA Leave. The 12 month period during which an employee may take FMLA Leave is July 1 to June 30.

- (2) Upon signifying his/her intent to return at the end of his/her leave of absence, such employee shall be reinstated to his/her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits as outlined in FMLA.

## 7.6 Annual or Vacation Leave

- (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 employees shall earn vacation credits. However, such persons must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid 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 not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than 6 months may count as earned leave credits for the immediate term of temporary employment.
- (6) Vacation days for the school year may be approved by the immediate supervisor with only day-of-leave notice for emergencies or when the supervisor can find an appropriate substitute.
- (7) Vacation Leave credit for a maximum of one (1) day may be exchanged for four (4) sick leave days accrued in a school year.
- (8) Rate Earned

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:

Years of Employment	Working Days Credit	Seasonal/Part time Calculation
1 day through 10 years	15	.058 x no. hrs.
10 - 15 years	18	.069 x no. hrs.
15 - 20 years	21	.081 x no. hrs.
20 years on	24	.092 x no. hrs.

- (a) For the purpose of determining years of employment under this section, an Employee eligible to earn vacation credits under 2-18-611, MCA, must be credited with 1 year of employment for each period of:
    - (i) 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
    - (ii) 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.
  - (b) State agencies, other than the university system and a school at a state institution, must use the method provided in sub-section (2)(a)(i) to calculate years of service under this section.
- (9) (a) Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee when more than 4 hours have been used. Leave without pay may be cause for the employee to be disciplined for abusing leave. Use of 4 hours or less will be deducted from vacation leave automatically.
- (b) Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section. Just cause procedures will be followed if dismissal is recommended.
- (10) Determination of vacation dates. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his immediate supervisor with regard to the best interest of the District, and the best interest of each employee. It is understood that all other leave must be used before taking "leave without pay". Remaining vacation days may be paid at the end of the year.
- (11) Accumulation of leave – cash for unused – transfer.
- (a) 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 with 90 calendar days from the last day of the calendar year in which the excess was accrued.
  - (b) An employee who terminates his employment for reason 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.
  - (c) 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.

#### 7.7 Other Leave of Absences

The District may, at the District's sole discretion and without setting a precedent, grant other or extended leave without pay or benefits. Three (3) work days per year, non-accumulative, will be authorized for the attendance of the association officers and delegates to association meetings. Allotment of the three (3) days may be made on the basis of one (1) person for three days or other alternate proposals but not resulting in more than two (2) employees being absent at the same time.

#### 7.8 Holidays

- (1) The District will pay the holidays as required by 20-1-305(8), MCA, and the Department of Labor letter. **When Christmas and New Year's Day fall on a Saturday or Sunday it will be paid and observed on either the Friday preceding or the Monday following depending on the school calendar. For custodians only, when The Fourth of July falls on a Saturday or Sunday it will be paid and observed on either the Friday preceding or the Monday following depending on the school calendar.**
  - (a) New Year's Day (January 1);
  - (b) Memorial Day (last Monday in May);
  - (c) Independence Day (July 4);
  - (d) Labor Day (first Monday in September);
  - (e) Thanksgiving Day (fourth Thursday in November);
  - (f) Christmas Day (December 25);
  - (g) State and national election days when the school building is used as a polling place and the conduct of school would interfere with the election process at the polling place.
- (2) In addition to the above paid holidays the District will designate the Friday immediately following Thanksgiving as a paid holiday for those employees covered by this agreement that are currently employed on that date.

### **ARTICLE VIII – COMPENSATION AND FRINGE BENEFITS**

#### 8.1 Higher Job Description Pay

An employee assigned as a substitute to a higher classification for a shift of at least 3 hours shall be paid the starting wage of that position or the employee's current wage, whichever is greater. In the event of a classified staff member being assigned as a substitute teacher that

classified staff member will be paid at the substitute teacher wage or the employee's current wage, whichever is greater.

## 8.2 Overtime

Any work performed in excess of forty hours in a work week shall be compensated at the rate of one and one-half times the employee's regular hourly wage rate. For the purposes 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 days (24 hours x 7 days = 168 hrs.). By mutual agreement between the District and the employee, the employee may earn and use comp time as prescribed by the Fair Labor Standard Act (FLSA).

## 8.3 Workers' Compensation

All employees must immediately inform their supervisor if the employee is injured on the job.

## 8.4 Insurance

- (1) **One policy shall be offered to each participating employee. No participating employee may combine any part of his/her employer contribution with another participating employee to purchase one policy. All employees are eligible to participate in the insurance plan selected in Section B provided the employee(s) work enough hours and provided enough employee(s) participate as required by the insurance policy/carrier. Each employee may select any level of insurance – single, two party, family, or employee/child(ren) or deductible plan - as available and offered by the district in collaboration with the selected carrier.**
- (a) For this section only, a full-time employee is defined as an employee who is regularly scheduled to work at least 1,560 hours during the period July 1 through June 30.
  - (b) The district will contribute up to full single person coverage per month on the Primary insurance plan for the **2019 - 2022** school year for each full-time employee.
  - (c) For this section only, an eligible Patient Protection and Affordable Care Act (PPACA) employee is currently defined as an employee who is regularly scheduled to work at least 30 hours per week during the school year during the period July 1 through June 30 or qualifies to participate in the insurance program as a matter of meeting the PPACA requirements of minimum hours. School District employees who otherwise would be considered full time under the 30 hour standard during the school year may not be penalized for unpaid summer breaks in their average. Any member currently receiving insurance benefits under the School District Insurance Plan will be allowed to participate as grandfathered into the program until that member(s) terminate their employment with the district. All new employees and current employees not participating in the insurance plan are subject to the terms of this article.
  - (d) **The district will contribute \$418.95 per month for each employee in the 2019 - 2020 school year, \$438.95 in the 2020 - 2021 school year, and \$458.95 in the 2021 - 2022 school year for those employees who are regularly scheduled to work a minimum of 30 hours per week during the school year for the period July 1 through June 30.**

- (e) Non-insurance users forfeit all of this benefit.
  - (f) Employees scheduled to work less than **1,560** hours during the period July 1 through June 30 and who pay for the balance of their health insurance may access and pay for their own life insurance.
  - (g) Members who are regularly employed less than full-time or PPACA minimums of 30 hours per week during the school year period July 1 - June 30 may participate in the Health Insurance Program by paying the entire value of the premium prior to the first day of the month following their date of employment subject to the provisions of the policy issued by the carrier.
  - (h) All requirements and insurance benefits shall be subject to the provisions of the policy issued by the carrier.
- (2) It is understood that the District's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance benefits or coverage by an insurance carrier, plan, policy or administrator.
  - (3) An employee is eligible for District contributions as provided in the Article, once the employee has reported for work and shall remain eligible for as long as the employee has received wages from the District some time during the preceding four (4) months. Upon termination of employment or failure to receive wages during the preceding four (4) months, all District contributions shall cease effective upon the employee's last working day.
  - (4) It is understood that the method of establishing the premium payments, carrier, and related financial decisions are for the review and decision at the sole discretion of the Board following a recommendation from the Insurance Committee composed of teachers, administrators, the District Clerk and a representative from the EHESA Unit.
  - (5) It is further understood that the School District's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance coverage or benefits by an insurance carrier.
  - (6) IRS 125/Flex Plan

The District shall establish a flexible account/125 plan for employees who wish to participate. The District shall pay the set up fee and the annual review cost. The participating employee shall pay the monthly fee. The plan shall include (subject to the carrier, administrator, or policy):

- (a) up to \$1,500 health care costs not paid by group insurance;
- (b) insurance premiums not paid by the employer;
- (c) dependent care costs, including qualified children and the elderly;
- (d) other insurance options (such as but not limited to disability, group/term life);and/or
- (e) tax sheltered annuity.



8.5 Use of Private Vehicle

Employees required by the District in the course of their work to drive personal vehicles shall be paid a mileage allotment equal to the State of Montana rate.

8.6 Retirement

The District will make appropriate contributions to the Montana Public Employees Retirement System (PERS), or to the Teachers Retirement System (TRS) or other appropriate Montana retirement systems as provided by law. Any disagreement or dispute as to the amount of contributions, the application of rules, statutes or benefits shall be the jurisdiction of the retirement system and the courts.

## **ARTICLE IX – JOB CLASSES**

9.1 Job Description

Each employee's duties shall be outlined in a job description which may be modified by the district level supervisor and/or the building principal acting through the authority of the Superintendent and the Board. During the life of this Agreement, the District shall seek the input of the Association President before setting the grade level of a modified job description.

9.2 Layoff

The Board reserves the right to reduce the work force. When the Board determines a staff reduction should be carried out, attrition would be the first means used to accomplish the reduction. If attrition does not accomplish the total reduction necessary, the Board will lay off employees in the order of seniority by classification.

## **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 shall mean calendar days, except as otherwise indicated.
- (4) 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 adjustment is not inconsistent with the terms of this contract.

## 10.2 Grievance Procedure

### Step 1. Immediate Supervisor

The grievant shall within twenty-one (21) calendar 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 fact finding meeting with the grievant to take place within ten working days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) working days after the meeting.

### Step II. Superintendent

If the grievant or the Association is not satisfied with the decision at Step 1, or if no decision has been rendered within ten (10) working days after presentation of the grievance, then the grievance within ten (10) working days may be referred to the Superintendent or Superintendent's designee. The Superintendent shall arrange for a fact finding meeting with the grievant to take place within ten (10) working days after receipt of the appeal. Upon conclusion of the fact finding meeting, the Superintendent will have ten (10) working 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 ten (10) working days after presentation of the grievance, then the grievance within ten (10) working 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) calendar days to provide the grievant and the Association with a written decision.

### Step IV. Appeals

If the aggrieved is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance only at the option of the exclusive representative, may be submitted before an impartial arbitrator. Each party shall exercise its right to arbitration by giving the other party written notice of its intention to arbitrate within ten (10) working days of the rendering of a decision at Level III. If any questions arise as to arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) working 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) working 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 Appeal's 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. The arbitrator selected will confer with the representative of the Board and exclusive representative and hold hearings promptly and will issue his decision not later than thirty (30) calendar days from the date of the submission of the 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.

**Arbitration Costs:** Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

**Jurisdiction of the Arbitrator:** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. The arbitrator's decision shall be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

#### 10.3 Exceptions to Time Limits

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

#### 10.4 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.

#### 10.5 Cooperation of Parties

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

#### 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.

### **ARTICLE XI – EMPLOYEE EVALUATION**

#### 11.1 Evaluation

- (1) **Instrument:** The District shall develop an evaluation instrument or a different evaluation instrument for different activities of the employees in this bargaining unit. The District will seek input from the EHESA and Supervisor affected by an evaluation instrument before implementing or changing the evaluation tool.
- (2) **Requirements:** Except as provided in this section, the evaluation and evaluation procedure shall be a matter of District directive and shall not be part of this agreement. Employees evaluated shall be subject to the following process.

- (3) All ratings and remarks on the evaluation instrument must be substantiated by direct observation and/or investigation.
- (4) The employee will be aware of the evaluation instrument to be used prior to the evaluation.
- (5) Evaluation instruments shall not be changed except as provided for above.
- (6) Any judgments or statements contained in any or all evaluation instruments of an employee are not subject to the grievance procedure. The process of evaluation is subject to the grievance procedure.

#### 11.2 Reports

Two copies of the evaluation report shall be prepared by the evaluator; one copy to be provided the employee and one copy signed by the employee to signify that the employee has seen the evaluation and report to be placed in the employee's personnel file.

#### 11.3 Rebuttal

- (1) After receiving an evaluation report, the employee may submit timely signed comments regarding the evaluation which shall be considered with the evaluation. Except as stated below, any 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.
- (2) Nothing in this section shall stop the District from first reporting the complaint to the sheriff's office, the county attorney's office and/or the (child) welfare office and following the direction of the office(s).

#### 11.4 Personnel File(s)

An employee covered by this agreement may review and, at the employee's expense, photocopy the contents of their 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 an opportunity to read and respond to it. Any derogatory material not shown to the employee within ten 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.

### **ARTICLE XII – EFFECT OF AGREEMENT**

#### 12.1 Changes in Agreement

No change shall be made in any provision of this agreement unless by mutual consent of the parties.

## 12.2 Savings Clause

If any provision of this Agreement or any application thereof to any employees 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. At the request of either party, negotiations shall immediately begin in order to modify or replace the invalid provisions.

## 12.3 Letter of Intent

By the end of the school year, the District will issue letters of intent to those employees the District plans to re-employ the next school year. Tentative hours and wages will be included on the letter of intent. Refer to 6.3 and 6.4 of the Negotiated Agreement.

## 12.4 Duplication and Distribution

Copies of this Agreement shall be printed by the Board within 30 days after the Agreement is signed. Copies shall be presented to all employees now employed or hereafter employed. The Association shall be provided 5 copies of this Agreement.

## 12.5 Effect of Agreement

This Agreement constitutes complete agreement between the Board and the Association. This Agreement supersedes any prior agreement, rules or practices concerning the terms and conditions of employment. The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

# ARTICLE XIII – DURATION

## 13.1 Duration

**This contract becomes effective July 1, 2019 and shall continue in full force and effect until June 30, 2022.** If the exclusive representative or the Board of Trustees desires to modify or amend this Agreement, either the Board or the exclusive representative shall give notice to the other party, during the month of March of the anniversary year, of its desire to negotiate. The exception being the health coverage premiums, which may be negotiated yearly.

# ARTICLE XIV – MANAGEMENT RIGHTS

## 14.1 Management Rights

- (1) Nothing in this Agreement shall be construed to prohibit the District from exercising all management rights and prerogatives except those expressly waived in this

Agreement. The Board has all rights to manage the District except those expressly waived by this Agreement or limited by law.

- (2) It is recognized that, except as expressly provided in this Agreement, the District shall retain whatever rights and authority are necessary for it to operate and direct affairs of the District in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

#### **ARTICLE XV – WAGES**

<b>15.1</b>	<b><u>Salaries</u></b>	<b><u>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>2021-2022</u></b>
-------------	------------------------	-------------------------	-------------------------	-------------------------

**Starting salary for new employees:**

<b>Kitchen Aide II</b>	<b>\$ 10.90</b>	<b>\$11.10</b>	<b>\$11.30</b>
<b>Kitchen Aide I: Cook, Baker, Salad Person, Cashier &amp; Transportation</b>	<b>\$ 11.15</b>	<b>\$11.35</b>	<b>\$11.55</b>
<b>Paraprofessionals</b>	<b>\$ 12.15</b>	<b>\$12.35</b>	<b>\$12.55</b>
<b>Secretary</b>	<b>\$ 13.90</b>	<b>\$14.10</b>	<b>\$14.30</b>
<b>Bus Driver</b>	<b>\$ 14.65</b>	<b>\$14.85</b>	<b>\$15.05</b>
<b>Maintenance</b>	<b>\$ 13.49</b>	<b>\$13.69</b>	<b>\$13.89</b>
<b>Custodian</b>	<b>\$ 13.15</b>	<b>\$13.35</b>	<b>\$13.55</b>
<b>Interpreter</b>	<b>\$ 15.65</b>	<b>\$15.85</b>	<b>\$16.05</b>
<b>Instructional Tutors</b>	<b>\$ 18.15</b>	<b>\$18.35</b>	<b>\$18.55</b>
<b>Title I Tutor</b>	<b>\$ 18.15</b>	<b>\$18.35</b>	<b>\$18.55</b>

## **15.2 Increase in current wages for all other employees.**

- 1. Employees who have worked during the 2018-2019 school year receive the following per hour increase in 2019 - 2020.**

<b>Kitchen Aide II</b>	<b>\$ 1.00</b>	.
<b>Kitchen Aide I: Cook, Baker, Salad Person, Cashier &amp; Transportation</b>	<b>\$ 1.00</b>	
<b>Paraprofessionals</b>	<b>\$ 1.00</b>	
<b>Secretary</b>	<b>\$ 0.75</b>	
<b>Bus Driver</b>	<b>\$ 2.00</b>	
<b>Maintenance</b>	<b>\$ 2.00</b>	
<b>Custodian</b>	<b>\$ 1.00</b>	
<b>Interpreter</b>	<b>\$ 0.75</b>	
<b>Instructional Tutors</b>	<b>\$ 0.50</b>	
<b>Title I Tutor</b>	<b>\$ 0.50</b>	.

- 2. Employees who have worked during the 2019- 2020 school year receive a \$0.45 per hour increase in 2020-2021.**
- 3. Employees who have worked during the 2020- 2021 school year receive a \$0.40 per hour increase in 2021-2022.**

## **15.3 Paychecks**

Paychecks will be issued on the 20<sup>th</sup> of each month covering the period from the 11<sup>th</sup> of the previous month to the 10<sup>th</sup> of the current month. The administration, at their discretion, may issue paychecks earlier.

## ARTICLE XVI – SIGNATURE

East Helena Education Support Association

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

East Helena School District No. 9 Board of Trustees

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustees

\_\_\_\_\_  
Date

\_\_\_\_\_  
Trustees

\_\_\_\_\_  
Date