NEGOTIATED AGREEMENT

between

BOARD OF TRUSTEES SCHOOL DISTRICT #1

and

TROY CLASSIFIED SCHOOL EMPLOYEE ASSOCIATION

effective

July 1, 2019 to June 30, 2021

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CLASSIFIED NEGOTIATIONS AGREEMENT

TROY SCHOOL DISTRICT #1 - CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

This Agreement, made and entered into by and between School District #1, Troy, Montana, hereinafter referred to as Employer, and the Troy Classified School Employees Association, hereinafter referred to as the Association.

ARTICLE I. RECOGNITION

The Troy School Board formally recognizes the Troy Classified School Employees Association as the sole bargaining agent for classified staff as defined herein. The Board maintains the two-fold objective of insuring employees their right to self-organization and freedom of choice in collective bargaining.

Classified staff shall include the following job classifications:

- Assistant Maintenance Director
- Bus Drivers
- Substitute Bus Drivers
- Secretaries
- Head Cook
- Custodians
- Instructional Aides
- Assistant Cooks

The classified staff shall exclude all temporary summer employees, student workers, and substitute classified employees. The term "temporary summer employee" shall mean any employee hired by the district to work from May 1st to September 30th. Temporary summer employees that work outside this time frame will not be exempt from the unit. The term "student workers" shall mean any employee hired by the district who is still enrolled in Troy Public Schools.

Classified staff do not include the following job classifications:

- Maintenance Director
- Technology Director
- GEAR UP Liaison
- District Clerk
- ASP Director
- Intervention Coordinator
- Construction workers

Classified staff members are sometimes referred to herein as "classified employees." Uniform Application of Rules and Regulations.

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

Section 1. Association Rights

A. RIGHT TO ORGANIZE

The Board agrees that Classified Staff shall have the full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in designating such representatives or in self-organization in regards to the right to organize, or in other concerted activities for the purpose of collective bargaining, or other mutual aid or protection.

B. ASSOCIATION BUSINESS

Representatives of the Association and its affiliates may transact Association business on school property, provided that this shall not disrupt school operations. Members of the Association shall be allowed to receive telephone calls and other communiqués concerning Association business at any time before or after the student day, during a member's designated lunchtime, or at other times, provided that this shall not disrupt normal school operations

C. ASSOCIATION USE OF BUILDINGS

The Association and its representatives may use school buildings for meetings before or after the work day. The principal of the building in question shall be notified in advance of the time and place of all such particular meetings.

D. ASSOCIATION USE OF SERVICES

The Association may use the District inter-school mail delivery service, email, telephones and employee mailboxes for internal Association business.

E. ASSOCIATION USE OF EQUIPMENT

The Association shall have the right to use computers, typewriters, duplicating equipment, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise in use. The use of equipment shall be in accordance with procedures to be determined by the District.

F. MUTUALLY SCHEDULED MEETINGS

Whenever a Classified Staff member is mutually scheduled by the Board or administration and the Association to participate during the duty day on negotiations or grievance proceedings, the staff member shall suffer no loss of pay or other benefits.

ARTICLE II. EMPLOYMENT POLICY

Section 1. Probationary Period

The Employer shall have six school months after employing an individual to determine the individual's competency in the position covered by this Agreement. Rate of pay will be in

accordance with current salary schedule. The Employer may terminate this employee at any time during the probationary period for no cause.

Section 2. Contracts

The administration staff will offer a letter of intent to rehire before the end of the school year and mail out contracts for the upcoming year as early as possible.

Section 3. Assignments

Every reasonable attempt shall be made to give written notice to classified personnel of their proposed assignment for the forthcoming year by no later than June 15th.

ARTICLE III. SENIORITY, EMPLOYEE RIGHTS, AND COMPENSATION

Section 1. Seniority / Probationary Employees

All employees shall accrue seniority from the first date of employment. Seniority rights, performance evaluations, staffing needs and other relevant reasons shall be applicable to a lay-off attending a reduction in force. Seniority rights shall not impair the right of the employer to discharge for good cause.

Section 2. RIF Rehire

In the event that a reduction in force position re-opens, the last released employee shall be given consideration if that employee possesses the specific qualifications, abilities and necessary training to perform the available work in accordance with the official job description.

Section 3. Claims

- 1. Claims respecting seniority shall be processed by the grievance committee with the building principal and/or superintendent.
- 2. When a district employee moves from one department to another department there will be no change in seniority.

Section 4. Lay-offs

Seniority rights, performance evaluations, staffing needs and other relevant reasons shall be applicable to a lay-off attending a reduction in force.

A. LAYOFF POOL

Any permanent employee, who has been laid off or has been notified of a layoff, may submit an application to the District Clerk which will be placed in a layoff pool for recall purposes. Applications for layoff pool will be active for 18 months. Temporary employees are not eligible to be placed in a layoff pool. During the 18-month period in which

permanent employees may be in a layoff pool, such employees will be considered for vacant or newly created positions in the bargaining unit outside their immediate category in the following manner: The District Clerk will submit the names of those employees in the pool who express interest and who appear to be at least minimally qualified for the position to the hiring authority filling the position. Hiring authorities will first consider employees in the layoff pool for open positions in the bargaining unit, but the appointment will be made on the basis of qualifications, skills and abilities, determined by the school district, to perform the duties and meet the requirements of the position.

Section 5. Longevity

- 1. Longevity, in a specific job classification category, shall be computed from the first work date. Should an employee change classification, the employee shall maintain district longevity in the new classification. Longevity shall continue to accrue on an uninterrupted basis in all job classifications.
- To be absent from the job due to lay-offs will be considered lost time for purposes of seniority and longevity. However, previous service, upon re-employment, shall count toward seniority and longevity.

Section 6. Seniority Forfeiture

1. Seniority shall be forfeited by discharge for just cause or voluntary termination.

Section 7. Good Cause

- 1. Employees shall be disciplined only for good cause. "Good cause" means reasonable job-related grounds for dismissal based on a failure to satisfactorily perform job duties, disruption of the employer's operation, or other legitimate business reason. The legal use of a lawful product by an individual off the employer's premises during nonworking hours is not a legitimate business reason, unless the employer acts within the provisions of MCA 39-2-313 (3) or (4). In the case of discipline, "good cause" is determined by the employee's supervisor.
- 2. Non-probationary employees may not be terminated during the term of the individual contract for reasons other than good cause (refer to Article III, 1 and Article III, 4).

Section 8. Reporting of Sick Leave

- 1. If an employee is unable to work due to illness or emergency, the employee must notify the building supervisor. All classified employees will follow the chain of command when reporting sick leave.
- 2. "Immediate family" shall mean the employee's spouse and any member of the employee's household, or any parent, child, grandparent, grandchild, or corresponding in-law. In certain circumstances the superintendent may allow an employee to use sick leave for other close relatives or friends.

Section 9. Sick Leave Bank

The District and Association will establish a sick leave bank with the following provisions:

- 1. The maximum total number of hours that may be deposited into the sick bank is one thousand forty (1040) hours.
- 2. Any classified employee who has contributed one (1) or more days to the bank may withdraw as prescribed by a physician, up to a maximum of one-half of the total hours currently in the bank, provided the classified employee has used the total individual sick leave and the vacation leave he/she has accrued for the current school year.
- 3. Classified employees new to the system can become eligible by donating the number of hours worked per day to the sick leave bank. Staff must be in the district six months before they can put hours in the sick bank.
- 4. All requests for use of or withdrawal from the sick leave bank must be in writing, and must be approved by a committee consisting of a member of the Association, a member of the Board of Trustees, and the building principal of that employee. Requests will be granted only by a majority approval of the committee. The committee will designate how many days can be used from the sick bank. Neither School District #1, nor any of its administrative agents, shall be deemed liable for decisions reached as to acceptance or denial of sick leave bank utilization.
- 5. A classified employee whose employment terminates with the school district for any reason other than an approved request for medical leave prior to completion of 135 days shall repay the sick leave withdrawn from the sick leave bank by having an amount equal to the number of days owing the sick leave bank times the current rate of pay per day for substitutes withheld from the final pay warrant issued. The district will reimburse the sick leave bank the number of hours withdrawn by the terminated classified employee.
- 6. A classified employee terminating employment with the school district at the end of the contract year may deposit accrued sick leave in the sick leave bank, though total deposits in the sick leave bank must not exceed one thousand forty (1040) hours.

Section 10. Vacation Leave Accrual

Classified employees will only be able to roll over ten days of vacation time to the following year.

Section 11. Civic Duty

Leave at full pay less any compensation received shall be granted for absences that result from jury duty, being subpoenaed as a witness in any legitimate court proceedings, or being called to National Guard duty as the result of an emergency. In addition, the Board may grant such leave for other civic duties as they see the need.

Section 12. Compensation

Classified employees shall be paid pursuant to the salary schedules attached in Appendix A.

Section 13. Year of Service Awards

See Appendix C.

Section 14. Training and Schooling Reimbursement

The district will provide up to \$5,000 in reimbursement for classified employees who successfully complete administration pre-approved college classes. The intent of this program is to encourage classified employees to further their education to be teachers at the district.

In order to apply for this benefit, a classified employee must have been employed by the district for at least one year. Priority is given to those closest to completing their teaching certificate.

An employee who does not successfully complete the coursework will not be reimbursed for the course fees.

District Administration will select who will receive this benefit from year to year.

Section 15. Emergency Medical Personnel

A staff member who is a licensed medical responder (EMT, EMS, etc.) will receive \$1,000 annually. They will be on call for any emergency or medical issue throughout the district.

ARTICLE IV. HEALTH AND WELFARE

Section 1. Medical Insurance Premium

The medical insurance premium will be paid by the District for 12 months of the year for both permanent full-time and seasonal full-time classified employees and pro-rated for part-time classified employees. The premium will be capped at \$782.00 per employee per month. The premium will be capped at the same rate as per TEA agreement. A new employee is available for insurance following two months of employment.

Section 2. Medical Insurance Eligibility

To determine classified employee eligibility to participate in the school insurance plan refer to the Insurance Premium Schedule for classified staff, Appendix – B of the Classified Negotiated Agreement.

Section 3. Retirement Incentive

Sunset clause. The retirement incentive will be available to anyone with 20 or more years of experience at the conclusion of the 2018-2019 school year based on the 2017-2019 Contract.

ARTICLE V. HOURS AND WORKING CONDITIONS

Section 1. Job Descriptions

A job description will be prepared and kept on file for each classified position in the district. This description will be a written record summarizing the position's principle duties and responsibilities: skill, effort and training requirements. Job descriptions will be one of the main basis on which employees are evaluated. Employees who think that their job description contains inaccurate or out-of-date information should express such concerns to their supervisor, who may make any necessary adjustments. Employees should keep in mind that job descriptions do not cover every task or responsibility they may be assigned, and do not limit management's right to assign additional duties as needed.

Section 2. Reporting to Work

Each classified employee that is asked to report to work shall be guaranteed a minimum of one hour of pay.

Section 3. Personal Life

A classified employee's personal life shall not come under examination by the District unless it affects the student/employee relationship, the employee's professional experience or the expectation of the District.

Section 4. Personnel Files

Except as otherwise provided for in Montana Law, access to personnel files shall be limited to the Board and administration, and to the employee to whom the files refer. Employees shall have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein. No secret, duplicate, alternate, or other personnel file, with the exception of a working evaluation file, shall be kept by the Board or administration. An Association representative, at the employee's request, may be present in this review.

ARTICLE VI. SETTLEMENT OF DISPUTES

Section 1. Disputes

Any dispute or grievance that remains unsettled after the employee has followed the chain of command, i.e., teacher, principal, and superintendent, will be handled by the employee through the grievance committee of the Association.

Section 2. Definitions

- 1. A grievance is a claim based upon an alleged violation or misinterpretation of this agreement. A grievance is allegedly caused by misinterpretation or inequitable application of the terms of this agreement. Any grievance advanced to Step No. 4 must be over an alleged violation of a specific provision of this agreement.
- 2. A grievant is a classified employee or group of classified employees.
- 3. Days shall mean employment days, except as otherwise indicated. If the stipulated time limits are not met at any level, the grievant shall have the right to appeal the grievance to the next level of procedure.

Section 3. Individual Rights

- 1. Nothing contained herein shall be construed as limiting the right of any classified employee having a complaint to discuss the matter via administrative channels. This may allow the employee to have the problem adjusted without the intervention of the Association, as long as the Association is notified at the conclusion of Step No. 2. The Association will be notified of the disposition of the grievance after Step No. 2, if the grievance refers directly to some item in the "Troy Classified Staff Employees Association Agreement."
- 2. A grievant may be represented at all stages of the grievance procedure by an Association representative selected by the Association.

Section 4. Informal Solution

The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through informal communications.

Section 5. Grievance Procedure Steps

1. Step No. 1

Within ten days following knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance, in writing, to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after the receipt of the grievance. The grievant (and/or the Association), if requested by the grievant, shall be present for the meeting.

The supervisor shall provide the grievant (and/or the Association, if involved), with an answer to the grievance, in writing, within five (5) business days after the meeting. The answer shall include the reasons upon which the decision was based.

Reference to "days" regarding time periods in this grievance procedure shall refer to working days. A working day is defined as all days excluding Saturdays, Sundays, and holidays as defined by state law.

2. Step No. 2

If the grievant is not satisfied with the disposition of his/her grievance at Step No.1, then the grievance may be referred, in writing, to the superintendent within five (5) business days. The superintendent shall arrange for a hearing with the grievant (and/or the Association representative(s), if requested by the grievant), to take place within six (6) days of his/her receipt of appeal. The parties shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent will have four (4) days to provide his written decision, together with the reasons for the decision, to the grievant and the Association.

3. Step No. 3

If the grievant is not satisfied with the disposition of his/her grievance at Step No. 2, the grievant may within five (5) days after a decision by the superintendent or fifteen (15) days after he/she has first met with the superintendent, whichever is sooner, submit his/her grievance, in writing, to the Board of Trustees. Fifteen (15) days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting. Notice of such hearing shall be sent to the Association. Upon receipt of written request for appeal, the Chair will either: (1) place the appeal on the agenda of a regular or special Board meeting; or (2) appoint an appeals panel of not less than three (3) trustees to hear the appeal and make a recommendation to the Board. If the Chair appoints a panel to consider the appeal, the panel will meet to consider the appeal and then make written recommendation to the full Board. The Board will report its decision on the appeal, in writing, to all parties, within thirty (30) calendar days of the Board meeting at which the Board considered the appeal or the recommendation of the panel.

- a. Any hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Each party shall be responsible for the payment of their own representative and witnesses involved in the grievance meeting.
- b. Within ten (10) days after the hearing, the Board of Trustees shall give their written decision and reasons to the grievant and the Association.

4. Step No. 4

If the Association is not satisfied with the disposition of the grievance by the Board the grievance, only at the option of the Association grievance committee, may be submitted before an impartial arbitrator. The Association grievance committee shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of the rendering of decision at Level 3.

- a. Within ten days after such written notice of submission to arbitration, the Superintendent and the Association grievance committee 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 seven (7)-day period, a request for a list of seven potential arbitrators may be made to the Montana Board of Personnel Appeals. Each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.
- b. The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) 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 Association and will be final and binding upon the parties.
- c. 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.

Section 6. Exceptions to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

- 1. Skipping Step 1. In the event that the grievance is a result of action or lack of action by the immediately involved supervisor, the grievant may start the process of the grievance at Step No. 2.
- 2. Skipping Step 2. In the event that the grievance is a result of action or lack of action by the Superintendent, the grievant may start the process of the grievance at Step No. 3.

Section 7. No Reprisals

The Board and administration will not retaliate against any employee who grieve or participates in a grievance as an advocate or witness.

Section 8. Cooperation of The Board and Administration

The Board and the Administration will cooperate with the Association in its investigation of any grievance. Where the Association is representing a grievant in a grievance, the board and the Administration will furnish the Association with any information as requested for the Association's representative of such grievance.

Section 9. Personnel Files

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

Section 10. Collective Bargaining Law

Nothing in this contract's collective bargaining procedure may be in conflict with State Law Ref.(MCA 39-31-306) Collective Bargaining Agreements.

ARTICLE VII. EFFECT OF AGREEMENT

Section 1. Negotiations

A negotiated agreement entered into by the Board will be posted on the school district's website within ten (10) days of ratification of the agreement.

ARTICLE VIII. TERM OF AGREEMENT

This Agreement constitutes the full and complete Agreement between the parties and its provisions contained supersede all prior agreements and understandings, oral or written, express or implied, practices and other terms and conditions of employment. The parties to this Agreement acknowledge this Agreement represents the results of negotiations between the parties and constitutes the entire Agreement between the parties for term of the Agreement; each party waiving the right to bargain collectively with each other referring to any other subject, issue, or thing whether specifically covered or omitted from this Agreement irrespective of whether the subject matter, issue or things was mentioned or discussed during the negotiations preceding the execution of this Agreement by the parties. Any matters not provided for in this Agreement will be within the sole authority of the District to operate and manage the District.

REOPENER CLAUSE - In the event of a mill levy failure, negotiations will be reopened between the Board and the Troy School Employees Association on salary and insurance. These negotiations will begin within ten (10) days of the mill levy failure.

IN WITNESS WHEREOF, the parties, acting through their respective and duly authorized officers and representatives, have set forth their hands and seals the day and year first written above.

SCHOOL DISTRICT #1	TROY CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION
Chairman, Board of Trustees	President, C. S. E. A.
	Secretary, C. S. E. A.

APPENDIX A - SALARY SCHEDULES

2019-2020 Classified Salary Schedule Hourly Wage

YEARS EXPERIENCE

CLASS	POSITION	0,1	2,3	4,5	6,7	8,9	10,11	12,13	14,15	16,17	18,19	20+
I	Assistant Maintenance Director	\$16.32	\$16.47	\$16.62	\$16.77	\$16.92	\$17.07	\$17.22	\$17.37	\$17.52	\$17.67	\$17.82
II	Bus Drivers Secretaries Head Cook	\$14.83	\$14.98	\$15.13	\$15.28	\$15.43	\$15.58	\$15.73	\$15.88	\$16.03	\$16.18	\$16.33
III	Custodians Aides (hired before 7/97)	\$12.50	\$12.65	\$12.80	\$12.95	\$13.10	\$13.25	\$13.40	\$13.55	\$13.70	\$13.85	\$14.00
IV	Assistant Cooks Instructional Aides	\$11.91	\$12.06	\$12.21	\$12.36	\$12.51	\$12.67	\$12.82	\$12.97	\$13.12	\$13.27	\$13.42
٧	Base Pay	\$10.56										
VI	Down time for bus drivers	State o	of Monta	na minin	num wag	ge						
VII	Mileage for activity bus drivers	\$.30/m	nile									

2020-2021 Classified Salary Schedule Hourly Wage

YEARS EXPERIENCE

CLASS	POSITION	0,1	2,3	4,5	6,7	8,9	10,11	12,13	14,15	16,17	18,19	20+
I	Assistant Maintenance Director	\$16.62	\$16.77	\$16.92	\$17.07	\$17.22	\$17.37	\$17.52	\$17.67	\$17.82	\$17.97	\$18.12
II	Bus Drivers Secretaries Head Cook	\$15.00	\$15.15	\$15.30	\$15.45	\$15.60	\$15.75	\$15.90	\$16.05	\$16.20	\$16.35	\$16.40
III	Custodians Aides (hired before 7/97)	\$12.73	\$12.88	\$13.03	\$13.18	\$13.33	\$13.48	\$13.63	\$13.78	\$13.93	\$14.08	\$14.23
IV	Assistant Cooks Instructional Aides	\$12.12	\$12.27	\$12.42	\$12.57	\$12.72	\$12.87	\$13.02	\$13.17	\$13.32	\$13.47	\$13.62
٧	Base Pay	\$10.75										
VI	Down time for bus drivers	State c	of Monta	na minim	num wag	ge						
VII	Mileage for activity bus drivers	\$.30/m	nile									

APPENDIX B - INSURANCE PREMIUM SCHEDULE

Insurance Premium Schedule for Classified Staff

Hours Worked Per Normal Workweek	District Pays	Employee Pays
32.5 – 40.0	100%	0%
27.5 – 32.49	75%	25%
17.50 – 27.49	50%	50%
7.50 – 17.49	25%	75%

District covered premium referenced above in Article IV.

Insurance payments will be calculated on hours worked as indicated on time sheet.

The current carrier requires employment of at least 20 hours per week as a condition of membership.

APPENDIX C - YEARS OF SERVICE AWARDS

For every five (5) years of service to the district the employee will receive the Years of Service Awards as outlined below.

To qualify for this award, you must meet the following criteria:

- 1. You must have a 160-day contract.
- 2. You must work a minimum of 6 hours every day in that contract.
- 3. You must submit a Request for Service Award Form prior to April 1st of the year you are eligible.
 - Example: The 2015-2016 school year will be your 10th year with the school, you would be entitled to the 10 year service award in June of 2016 provided you meet the above requirements and you filled out and submitted the Request for Service Award Form prior to April 1, 2016.

The money will be distributed at the end of the school year as a single payment in June.

To further clarify the service awards break down as follows:

5 years	\$1,000
10 years	\$2,500
15 years	\$3,750
20 years	\$5,000
25 years	\$7,500

TROY PUBLIC SCHOOLS

SERVICE AWARD REQUEST

Fill this form out and return to District Office	e prior to April 1st of the year you qualify!
NAME:	
ADDRESS:	
MONTH/YEAR YOU WERE HIRED BY TROY P	UBLIC SCHOOLS:
* Attach a copy of yo	ur current contract. *
Signature:	Date: