

2017-2019

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HARLEM PUBLIC SCHOOL DISTRICT NO. 12

AND

**HARLEM CLASSIFIED EMPLOYEES
EDUCATION ASSOCIATION**

TABLE OF CONTENTS

	Page
Article I Association Rights	1
Recognition	1
Appropriate Unit Definition	1
Use of Facilities	1
Dues Deduction	1
Other Payroll Deductions	1
Association Days	1
Article II District Rights	2
Management Rights	2
Probationary Period	2
Article III Employee Rights	3-4
Citizenship Rights	3-4
Employee Discipline	4
Just Cause	4
Uniform Application of Rules and Regulation	4
State and Federal Rights	4
Drug Free Workplace	4
Article IV Compensation	4-6
Pay Periods	4
Pay Schedule	4-5
Overtime	5
Longevity Payments	5
Extra-Curricular and/or Co-Curricular Drivers	5
Job Related Travel	5-6
Physical Examinations	6
Licenses	6
Long Term Substitutions	6
Article V Employee Evaluation	6-7
Evaluation Method	6
Conditions of Evaluation	6
Number of Evaluations	6
Evaluation Conference	6-7
Replies to Reports	7
Open Personnel Files	7
Article VI Layoffs and Recall	7-8
Notification of Layoff	7
Layoff Procedure	7-8
Seniority	8
Recall Procedure	8
Layoff Benefits	8

Article VII Working Conditions	9
Work Day	9
Work Schedule	9
Call in Time	9
Article VIII Insurance	9-10
Health Insurance	9
Insurance Cap	9
Continuity of Coverage	10
Article IX Leaves	10-13
Holidays	10
Annual Leave	10-11
Sick Leave	11
Jury Duty	11-12
Maternity Leave	12
Military Duty	12
Bereavement Leave	12
Extended Leave of Absence	12
Disaster or Emergency Worksite Closure	13
Article X Vacancies/Transfers	13
Vacancies	13
Transfers	13
Article XI Effect of Agreement	14
Changes in Agreement	14
Term of Agreement	14
Article XII Training	14
Article XIII Equipment	14
Article XIV Grievance Procedure	14-16
Definitions	14
Purpose	14-15
Procedure	15-16
Article XV Savings	16
Article XVI Duplication and Distribution	16
Addendum A1 – Salary Schedule 2017-2018	17
Addendum A2 – Salary Schedule 2018-2019	18
Addendum B – Grievance Form	19-20

**HARLEM SCHOOL DISTRICT NO. 12
NON-CERTIFIED COLLECTIVE BARGAINING AGREEMENT**

This Agreement is entered into this 15th day of August, 2017, by the Board of Trustees, School District Number 12, Harlem, Montana, hereinafter called the "Board" and the Harlem Classified Employees, hereinafter called the "Association."

ARTICLE I ASSOCIATION RIGHTS

Section 1. Recognition: The Board recognizes the Association as the sole and exclusive representative for the employees, covered by this Agreement, as certified by the Board of Personnel Appeals.

Section 2. Appropriate Unit Definition: The appropriate unit shall consist of non-certified employees with the exception of the Superintendent's secretary. It shall, also exclude those excluded by the Act (Title 39, Chapter 32, M.C.A.).

Section 3. Use of Facilities: The Association will be granted reasonable use of school facilities on the same basis as other groups. This may include meeting rooms, equipment, bulletin boards and internal mail service, provided advance permission is received and such use is not to discuss a work stoppage. The Association shall reimburse the District for any materials used or facilities and equipment damaged. Postings on bulletin boards shall be limited to available space and to locations not open to students.

Section 4. Dues Deduction: 39-31-203 M.C.A Deduction of dues from employee's pay. Upon written authorization of any public employee within a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative.

Section 5. The employer shall deliver to the Association's treasurer any Association dues deducted together with an accounting of the source of such dues.

Section 6. The employer shall, on a monthly basis if and when necessary, notify the Association of any employees leaving or entering the bargaining unit.

Section 7. Other Payroll Deductions: Upon written authorization from an employee, the Board shall deduct from their salary payment to an annuity or group insurance. Other payroll withholding must be mutually agreed upon. Authorizations may not be withdrawn until June 30 of any fiscal year, except by mutual agreement. Written authorization from an employee for an approved salary withholding must be received by the Business Manager no later than September 1, or within the first 30 days of employment, whichever occurs first.

Section 8. Association Days: At the beginning of the school year, the Association shall be credited with two (2) days, with pay for Association business, to be used by employees who are officers or agents of the Association. The Superintendent shall be notified no less than three (3) days prior to the absence of any employee under this paragraph.

ARTICLE II DISTRICT RIGHTS

Section 1. Management Rights: Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives except those expressly waived in this agreement. The School District has all rights to manage the School District including the establishing of rules, directives, and orders except those expressly waived by this agreement.

It is recognized that, except as expressly provided in this agreement, the School District shall retain whatever rights and authority that are necessary for it to operate and direct affairs of the School 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 School 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 determine the employee's qualifications; 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.

The parties agree that general contracting out of bargaining unit work will not occur, with the exceptions as per current practice in the following areas where certification, licensure, or skills may be required: Heating, Ventilation, Air Conditioning, Electrical, Plumbing, and Computer Technology.

The School District will in writing assign hours of work, number of days of work, length of work, work assignments, job responsibility, and/or job duties. After seeking input from the affected employees, the hours of work, number of days of work, the length of work, work assignments, job responsibility, and/or job duties may be changed in writing by the School District. All new hires will be provided the above written notice within thirty (30) calendar days of hire.

Starting with the 1999-2001 Collective Bargaining Contract, the District intends to enforce Job Description 3011.7 Subsection d for Custodian 1 as written. Any current custodians who have CDL's will be required to maintain them. Any new custodians will be required to have a CDL as a condition of employment. Present Custodian 1's without CDL's will not be required to obtain one.

Section 2. Probationary Period:

- (1) An employee under the provisions of this contract shall serve a probationary period of six months of continual service within the school district during which time the district shall have the right to discharge, at any time, if the employee does not offer strong possibilities of becoming a satisfactory employee.
- (2) Employees under the probationary period may not be entitled to Holiday pay under Article IX, Section 1 unless they are in pay status the day before or day after the Holiday and the Holiday will be prorated based on hours worked the day before and/or day after.
- (3) Employees are not entitled to sick leave with pay under Article IX, Section 3 until they have been continuously employed for 90 days.
- (4) Employees are not entitled to vacation leave with pay under Article IX, Section 1 until they have been continuously employed for a period of 6 calendar months.

ARTICLE III EMPLOYEE RIGHTS

Section 1. Citizenship Rights:

49-1-101. M.C.A. Right of protection from personal injury. Besides the personal rights mentioned or recognized in other statutes and subject to the qualifications and restrictions provided by law, every person has the right of protection from bodily restraint or harm, personal insult, defamation, and injury to the person's personal relations.

49-1-102. M.C.A. Freedom from discrimination. (1) The right to be free from discrimination because of race, creed, religion, color, sex, physical or mental disability, age, or national origin is recognized as and declared to be a civil right. This right must include but not be limited to: (a) the right to obtain and hold employment without discrimination; and (b) the right to the full enjoyment of any of the accommodation facilities or privileges of any place of public resort, accommodation, assemblage, or amusement. (2) This section does not prevent the nonarbitrary consideration in adoption proceedings of relevant information concerning the factors listed in subsection (1). Consideration of religious factors by a licensed child-placing agency that is affiliated with a particular religious faith is not arbitrary consideration of religion within the meaning of this section.

49-1-103. M.C.A. Right to use force. Any necessary force may be used to protect from wrongful injury the person or property of one's self, of a wife, husband, child, parent, or other relative or member of one's family, or of a ward, servant, master, or guest.

49-1-201. M.C.A. Right to state's protection. Every person while within the jurisdiction of this state is entitled to its protection.

49-2-303. M.C.A. Discrimination in employment. (1) It is an unlawful discriminatory practice for: (a) an employer to refuse employment to a person, to bar a person from employment, or to discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the position do not require an age, physical or mental disability, marital status, or sex distinction; (b) a labor organization or joint labor management committee controlling apprenticeship to exclude or expel any person from its membership or from an apprenticeship or training program or to discriminate in any way against a member of or an applicant to the labor organization or an employer or employee because of race, creed, religion, color, or national origin or because of age, physical or mental disability, marital status, or sex when the reasonable demands of the program do not require an age, physical or mental disability, marital status, or sex distinction; (c) an employer or employment agency to print or circulate or cause to be printed or circulated a statement, advertisement, or publication or to use an employment application that expresses, directly or indirectly, a limitation, specification, or discrimination as to sex, marital status, age, physical or mental disability, race, creed, religion, color, or national origin or an intent to make the limitation, unless based upon a bona fide occupational qualification; (d) an employment agency to fail or refuse to refer for employment, to classify, or otherwise to discriminate against any individual because of sex, marital status, age, physical or mental disability, race, creed, religion, color, or national origin, unless based upon a bona fide occupational qualification.

(2) The exceptions permitted in subsection (1) based on bona fide occupational qualifications must be strictly construed.

(3) Compliance with **2-2-302** and **2-2-303**, which prohibit nepotism in public agencies, may not be construed as a violation of this section.

(4) The application of a hiring preference, as provided for in **2-18-111** and **18-1-110**, may not be construed to be a violation of this section.

(5) It is not a violation of the prohibition against marital status discrimination in this section: (a) for an employer or labor organization to provide greater or additional contributions to a bona fide group insurance plan for employees with dependents than to those employees without dependents or with fewer dependents; or (b) for an employer to employ or offer to employ a person who is qualified for the position and to also employ or offer to employ the person's spouse.

(6) The provisions of this chapter do not apply to a business or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of the business or enterprise required by a contract or other agreement under which preferential treatment may be given to an individual based on the individual's status as an Indian living on or near a reservation.

Section 2. Employee Discipline: An employee shall be entitled to have present a representative of the Association during any disciplinary action by the Board or its agents which adversely affects his/her employment, salary, or benefits. An employee shall be given prior written notice of the reason for such a meeting or interview and shall be advised in advance of the right to representation.

Section 3. Just Cause: No employee shall be disciplined without just cause. No employee shall be reduced in rank or compensation without just cause. No employee shall be discharged without just cause.

Section 4. Uniform Application of Rules and Regulations: All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district. Job related rules and regulations are excluded.

Section 5. State and Federal Rights: Nothing contained herein shall be construed to deny or to restrict any employees such rights as they have under the laws of Montana and the United States or other applicable laws, decisions, and regulations.

Section 6. Drug Free Workplace: Members of this bargaining unit will comply with BP # 5226 – Drug Free Workplace.

ARTICLE IV COMPENSATION

Section 1. Pay Periods: Payroll checks will be issued on the 15th day and the last day of every month. When the 15th or the last day falls on a holiday or weekend, the preceding working day will be the payday.

Section 2. Pay Schedule:

Year 2017-2018	2% increase
Year 2018-2019	2% increase

The new salary schedule will begin at number 1 (first year). The yearly numbers will be 1-11, followed by 16, 21, and 26.

To qualify for Custodian with CDL pay, you must use your CDL to drive bus for Harlem Public Schools.

Section 3. Overtime: Any time worked in excess of 40 hours in any work week shall be considered overtime, and shall be compensated at the rate of 1-1/2 times the employee's normal rate of pay and must have prior administrative approval. Overtime will be paid for actual working time and must be claimed during the pay period it is earned. Standby time shall be paid at the regular rate and will not be considered as working time in calculating overtime.

Section 4. Longevity Payments: Longevity Payments are included in Addendum A. Longevity will stay intact with the provision that a 9-month employee must have worked fifty-one percent (51%) or more of the year to receive one (1) year of credit toward longevity.

Section 5. Extra-Curricular and/or Co-Curricular: Extra-Curricular bus drivers will be paid wages according to their current bus driver contract amount (place on the salary scale) for standard driving times established by the District, during normal driving conditions. (Contracted hours missed paid at contracted rate). If their regular contracted position is not bus driver/custodian with CDL, they will be paid at the beginning rate for bus driver on the scale for standard driving times. All non-driving (standby) time will be paid at the rate of \$14.50 per hour. There will be an 8 hour overnight dock to overnight trips.

A bargaining unit employee(s) mutually assigned to an Extra-Curricular and/or Co-Curricular job(s) such as but not limited to coaching, time keeping, score keeping, running the chains, downs keeper, record keeping, gate keeper, ticket taking, selling tickets, sponsoring, chaperoning, parking lot patrol and/or any like mutual assignments shall be paid the heights of State or Federal minimum wage per hour. Should the assigned employee's total hours worked for all jobs in a work week exceed 40 hours, the over time rate of pay shall be the weighted average for all hours worked over 40 hours in the work week. Should total moneys earned including weighted average money because of Extra-Curricular and/or Co-Curricular job(s) mutually assigned be less than the amount provided in the Teachers' CBA, the bargaining unit employee will be paid the higher amount provided for in the Teachers' CBA.

Section 6. Job Related Travel: 2-18-503. M.C.A. Mileage - allowance. (1) Members of the legislature, state officers and employees, jurors, witnesses, county agents, and all other persons who may be entitled to mileage paid from public funds when using their own motor vehicles in the performance of official duties are entitled to collect mileage for the distance actually traveled by motor vehicle and no more unless otherwise specifically provided by law.

(2) (a) When a state officer or employee is authorized to travel by motor vehicle and chooses to use a privately owned motor vehicle even though a government-owned or government-leased motor vehicle is available, the officer or employee may be reimbursed only at the rate of 48.15% of the mileage rate allowed by the United States internal revenue service for the current year. (b) When a privately owned motor vehicle is used because a government-owned or government-leased motor vehicle is not available or because the use is in the best interest of the governmental entity and a notice of unavailability of a government-owned or government-leased motor vehicle or a specific exemption is attached to the travel claim, then a rate equal to the mileage allotment allowed by the United States internal revenue service for the current year must be paid for the first 1,000 miles and 3 cents less per mile for all additional miles traveled within a given calendar month.

(3) Members of the legislature, jurors, witnesses, county agents, and all other persons, except a state officer or employee, who may be entitled to mileage paid from public funds when using their own motor vehicles in the performance of official duties are entitled to collect mileage 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 3 cents less per mile for all additional miles traveled within a given calendar month.

(4) Members of the legislature, state officers and employees, jurors, witnesses, county agents, and all other persons who may be entitled to mileage paid from public funds when using their own airplanes in the performance of official duties are entitled to collect mileage for the nautical air miles actually traveled at a rate of twice the mileage allotment for motor vehicle travel and no more unless specifically provided by law.

(5) This section does not alter **5-2-301**.

(6) The department of administration shall prescribe policies necessary for the effective administration of this section for state government. The Montana Administrative Procedure Act, Title 2, chapter 4, does not apply to policies prescribed to administer this part.

Section 7. Physical Examinations: When an employee is required, as a condition for continuing employment, to have a physical examination, the District shall pay that portion of the cost not covered by the employee's insurance - limit to one per year.

Section 8. Licenses: Employees will be reimbursed for renewal of license fees required or recommended to perform their duties. This does not include a regular Montana driver's license.

Section 9. Long Term Substitution: On the 16th consecutive day of a long-term substitution, the employee would move to the higher position on the pay scale at the employee's years of service, retroactive to the first day of the substitution.

ARTICLE V EMPLOYEE EVALUATION

Section 1. Evaluation Method: Evaluation instruments shall be related to the job descriptions of the various positions. Evaluation of employee performance shall be carried out by the principal, vice-principal, or the supervisor of the appropriate area and must be based on his/her or the Superintendent's observations.

Section 2. All employees shall, at the time of employment or prior to being evaluated, be familiar with the evaluation instrument and advised of the evaluative procedures.

Section 3. Conditions of Evaluation: All monitoring or observation of the employee's activities shall be conducted openly and continuously.

Section 4. Number of Evaluations: Employees shall be evaluated at least once each year prior to March 1.

Employee performance shall be evaluated after fair and reasonable observations of their work.

Section 5. Evaluation Conference: Observations reduced to writing, shall be followed by a conference between the evaluator and the employee to discuss questions arising from the observation. At such a conference, the employee will be provided a copy of the evaluation report

prepared by the evaluator. At least two (2) days before evaluation notice shall be given the employee.

If the evaluator finds the employee's performance unsatisfactory, the reasons shall be set forth in specific terms. The specific ways in which the employee is to improve and the types of assistance needed shall be developed by the supervisor and the employee.

Any conference report shall be in writing, with a copy to the employee within five (5) days. Such reports shall not be retained unless they have been given to the employee and included in said employee's personnel file.

Section 6. Replies to Reports: After receiving any evaluation or conference report, an employee may, within twenty (20) calendar days, submit a signed response which shall be attached to it.

Section 7. Open Personnel Files: The parties agree to comply with any and all Federal, State, and Local written directives or orders (Including but not limited to, not to release any information from a personnel file of an employee) delivered by a court or agency of competent jurisdiction.

Access to personnel files shall be limited to the Board, their agents, and the employee to whom the file refers. Employees shall have the right, upon request, to review, in the presence of an administrator, the contents of their personnel files, and to receive at their expense a copy of any documents contained therein. No secret or alternate personnel file shall be kept. An Association representative may be present at this review.

Any complaint regarding an employee made by a parent, student, or other person which will 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 a twenty (20) calendar days opportunity to respond to and/or rebut such complaint.

No correspondence of any type shall be placed in an employee's personnel file unless it has been seen by the employee.

ARTICLE VI LAYOFFS AND RECALL

Section 1. Notification of Layoff: In the event the Board anticipates a layoff of employees for the following year the Board will notify the Association by no later than May 1st. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Any employee who is to be laid off will be so notified in writing no later than June 1st. Such notice will include the proposed time schedule and the reason for the proposed action. In case of an emergency caused by a reduction in funding, by either the state or federal governments, notice of layoff may be given as late as July 1.

Section 2. Layoff Procedure: Layoffs necessitated by a decrease in funds available to the Board shall be made in accordance with the procedure set forth herein.

1. If a position is to be eliminated, the Board shall give notification of layoff to the least senior employee in that position in accordance with #4.