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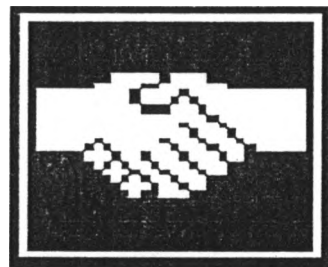
COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF TRUSTEES
Libby School District No. 4

and

A.F.S.C.M.E. LOCAL No. 1680
AFL-CIO



1989-90 & 1990-91

6/91

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COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF TRUSTEES, LIBBY SCHOOL DISTRICT No. 4

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL No. 1680

AGREEMENT

This Agreement is made and entered into this ___ day of _____, 19__ by and between the Libby School District No. 4, hereinafter referred to as the School District, and Local 1680 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union; for the purpose of promoting and improving understanding between the School District, its employees and the Union, relative to: Employer-employee relations, conditions of employment, and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE 1 RECOGNITION

The School District recognizes the Union as the exclusive bargaining representative for all employees of Libby School District No. 4 as listed by classification in Addendum A, which is attached and by this reference made a part of this Agreement as though fully set forth herein.

ARTICLE 2 UNION SECURITY

The School District and the Union agree that membership in the Union is available to all employees within the bargaining unit on the same terms and conditions generally applicable to members of the Union. The School District shall notify the Union in writing when a new employee has been hired.

Agency Shop: The District enters into this provision with the understanding that the Union is in full compliance with all laws:

No employee in the bargaining unit shall be required to become a member of the Union as a condition of employment. Each employee shall have the right to join, not join, maintain or drop Union membership. Membership in the Union shall be separate, apart and distinct from assumption by each employee of his/her equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Union members. It is recognized that the Union is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. In as much as the terms of this Agreement have been made for all employees in the bargaining unit, all employees derive benefits thereunder, it is fair that each employee in the bargaining unit assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

In accordance with the above mentioned, all employees who do not become members of the Union shall, after 30 days as a condition of continuing employment, pay to the Union each month an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues.

ARTICLE 3 DUES ASSIGNMENT

- A. The School District agrees to accept and honor voluntary individual written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, service charges and dues.
- B. The amounts to be deducted shall be certified to the School District by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to Montana State Council No. 9, by the 10th of the succeeding month after such deductions are made.
- C. The District is responsible for the deduction and transfer of the correct amount of fees, dues and premium payments under the terms of this Agreement, but the Union shall hold the School District, its individual Board members and administrators harmless from any suit brought concerning matters involving fees, dues and premium payments not specifically mentioned herein.

ARTICLE 4 NON-DISCRIMINATION

No employee shall be discharged or discriminated against by the School District for upholding Union principals or Union activities, as long as such activity does not interfere with the efficient operation of the Libby School District No. 4. The School District shall grant reasonable leave of absence without pay unless leave with pay is approved by the School District, to employees whenever required in the performance of duties as "duly authorized representative of the Union". "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the School District. This clause shall comply with the Collective Bargaining Act for Public Employees (M.C.A.), and the Montana Human Rights Act, Illegal Discrimination.

ARTICLE 5 EMPLOYMENT RIGHTS

- A. Probationary Period:
 - 1. The School District shall have six months in which to evaluate new employees to determine the individual's competency.
 - 2. During the probationary period, the Superintendent or his/her appointee shall evaluate the performance of the probationary employee at least twice during the first six months, informing the employee about strengths, weaknesses and methods for improvement. The employee shall sign an acknowledgement of receipt of the evaluation.
 - 3. At any time during the probationary period after the first evaluation has been conducted, an employee may be terminated by the District with no recourse to the grievance procedure being available to the employee. Termination may take place prior to the first evaluation if for reasons other than normal job performance. While a probationary employee may grieve dismissal during probation if the evaluation requirements are not followed (except for nonperformance reasons), the District reserves the right during the grievance procedure to attempt to sustain the termination for performance considerations.
 - 4. Reason for dismissal shall be in writing and a copy given to the employee.
- B. Employment Status:
 - 1. Employee: For the purposes of this Agreement, "employee" shall mean an individual who has been employed on a permanent basis, even though such employment is during his/her probationary;

period. However, "employee" shall not mean a "substitute" as defined below, nor an individual who has been hired for a special project and who is scheduled for separation when such project is completed.

2. Substitute: An individual hired to temporarily take the place of an absent individual or to temporarily fill an open or vacant position. He/she shall not attain the status of "employee" until and unless he/she has applied for an open position under the provisions of Article 6(F)(1), and has been awarded the position.
3. Full-time employee: Any employee who normally works 40 hours per week.
4. Part-time employee: Any employee who normally works less than 40 hours per week.
5. Employees working less than 12 months due to a regularly recurring layoff during summer months shall be given first opportunity to rehire into the bargaining unit when the customary summer layoff period is over.

C. Contracting Out:

1. During the term of this Agreement, the School District shall not contract out or subcontract any work which deprives the Union of any currently established position.
2. In the event that the School District should want to contract out any work barred by this Article, it is understood that the parties will promptly and in good faith enter into negotiations on such subject.

ARTICLE 6 WORKING CONDITIONS

A. Work Day:

1. Except as otherwise provided in this Agreement, a work day shall consist of eight consecutive hours in a twenty-four hour period.
2. All custodial employees shall work an eight hour shift within one department.

B. Work Week: The work week shall consist of forty hours, consisting of five consecutive days of eight consecutive hours each, with two consecutive days off in each seven-day period. So far as is practical, the days of rest will be Saturday and Sunday.

C. Meal Period: A meal period established will be regularly assigned between the end of the third hour and the beginning of the sixth hour after the starting time of the day's work shift; the meal period shall not be less than thirty minutes nor more than sixty minutes. Extensions to the meal period may be made by agreement between the Superintendent of Schools or his/her representative, and the Union.

D. Rest Period: One fifteen minute rest period will be granted at the end of the second hour of work and a second fifteen minute rest period shall be granted at the end of the sixth hour of work. Time taken in excess of the fifteen minute period will necessitate a deduction from salary. Continuous disregard of rest periods will be cause for suspension.

E. Seniority:

1. Seniority shall be computed from the date the employee began regular uninterrupted service with the School District. Employees working other than full-time as of July 1, 1987 shall have their

seniority prorated according to the number of hours worked.

2. Seniority shall not accrue during non-paid leaves of absence which exceeds fifteen days except that in a leave of absence due to a work related injury, the employee shall continue to accrue seniority benefits up to one year.
3. Employees whose seniority dates are the same shall have their respective seniority rank determined by alphabetic listing using the first initial of the last name.
4. On January 1st, the School District shall prepare and furnish to the Union a seniority roster of all employees listed by classification in Addendum A hereunder.
 - a. Such roster shall at least include the numerical rank assigned, the name of each employee so classified, and the date of hire.
 - b. Employees may protest their seniority designation if they have cause to believe an error has been made, but such appeal must be made within 30 days of the date the Union received such roster.
5. Seniority shall be forfeited by discharge for cause or voluntary termination, leave of absence or layoff in excess of one year.
6. Layoffs caused by reduction in force shall be in order of reverse seniority within the classification in which employed. That is, the employee last hired shall be the first released. Employees who are scheduled to be released will be given at least ten working days notice. All recalls to employment shall likewise be in order of seniority within the classification in which employed. That is, the last employee released as a result of reduction in force shall be the first rehired when the School District needs additional employees. If the School District needs additional employees within classifications which have not experienced layoffs or is rehiring an amount exceeding the number of employees laid off, then those employees within other classifications who have been laid off shall, by seniority, have first opportunity at filling any such positions being created, if qualified. The School District shall notify such employees to return to work; and if the employees fail to notify the School District in writing within ten calendar days of an intention to return to work, such employee shall be considered as having forfeited re-employment rights. Recalls to employment under this section shall apply only to employees laid off in the previous twelve month period.
7. When an employee's job is eliminated within his/her department, such employee shall have five working days following receipt of notification of elimination of his/her job within which he/she may bump from their job any employee with less seniority within the department, providing he/she can perform the work satisfactorily; an employee so "bumped" may follow the same procedure. Bumping in a layoff situation shall be either lateral or downward. Interdepartmental bumping shall not be allowed. Employees who have been laid off or bumped from their jobs shall retain the seniority previously gained only for the purpose of applying for a re-opened position within the department from which they have been laid off or bumped. This shall not be considered lost for a period not to exceed one year from day of lay off or bumping unless such employee has become reinstated into his/her former classification.
8. The School District shall recognize seniority and qualifications in awarding promotions or transfers to the employees when filling newly created or vacated positions listed in Addendum A. Where qualifications are equal, seniority within departments shall prevail. It is the intention of the parties to this Agreement that the School District shall grant preference to persons already in employment when qualifications are equal.

9. For seniority purposes, seniority shall be calculated and credited into the following departments and classifications:

DEPARTMENT	CLASSIFICATIONS
A	Building Custodians; Custodial Aides
B	Central Maintenance; Maintenance
C	Maintenance Foreman; Maintenance Engineer

10. If an employee is transferred from one department to another by his/her own request, he/she shall lose all seniority in the department from which he/she has transferred and his/her seniority date shall be re-established as the date on which he/she begins employment in his/her new department. If an employee is transferred at the School District's request, he/she will retain his/her seniority in the department from which he/she has transferred.
11. If a regularly scheduled employee is scheduled to be absent for not less than five nor more than thirty consecutive working days, the most senior qualified employee in that building may exercise the right to fill the absent employee's shift, which must be for the duration of the absence. The District may allow the most senior employee to continue to work the absent employee's shift after the thirty days. Should the most senior qualified employee not wish to work the absent employee's shift, the next most senior qualified employee in the same building may exercise the option under the same conditions established herein. Aside from this procedure and the provisions of Article 6(E)(8) and 6(F)(1), the District reserves the right to fill vacant positions without reservation. The decision if an employee is qualified under this section is the sole prerogative of the District, and is not subject to the grievance procedure.

F. Job Posting:

1. When a new position is created or a vacancy occurs in any existing position that is to be filled, the School District shall, within ten working days, send through the school mail to the Union Secretary thirty copies of a bulletin stating among other things: location and title of position to be filled; a listing of the principal duties of the position; minimum qualifications; assigned hours of service; salary of the position; the approximate starting date of the assignment; last date when applications will be received and accepted. A "vacancy" occurs when an individual leaves a position on what is anticipated to be a permanent basis. When the District is filling an open or vacant position, it may make use of a substitute(s) to temporarily fill such during posting, screening, interviewing and hiring individuals to fill the position(s), while accomplishing transfers within the bargaining unit, and while evaluating the performance of an employee who has been promoted or transferred out of the position. It is understood and agreed that every vacancy in positions listed in Addendum A shall be advertised under Federal provisions of Equal Opportunity Employment. When filling the open or vacant position, the District shall take into account the performance of applicants who have served previously on a temporary or permanent basis in such open or vacant position.
2. Promotional salary increases will be in accordance with this Agreement.
3. An employee who receives a transfer or promotion shall serve up to six month probationary period, during which the District may, after evaluating the employee and determining that the employee is not properly performing the duties of his/her new position, assign the employee to his/her previously held position at the appropriate rate of pay.
4. The employee, after accepting a new position within the school district which is covered by this Agreement, shall have ten working days to evaluate the position and notify in writing, the Superintendent of Schools if they desire to return to their previously held position.

G. Work Rules:

1. The School District agrees to furnish each employee a copy of all existing work rules.
2. Changes to existing work rules will be discussed with the Union before being implemented.
3. There will be no split shifts worked unless agreed upon by the Union and the School District prior to being worked.
4. The District shall designate work schedules (location, starting and ending times) and appoint lead persons if it finds such necessary, in each building. In the event a change in work schedules is desired, the District may first ask for volunteers but absent sufficient volunteers to accomplish the change, the most junior employee may be reassigned.
5. The principal of each school building shall designate each employee's work activities during the school year.
6. The maintenance supervisor will designate work activities during the absence of the principal.

H. Union Training Conferences:

1. The School District agrees to grant the Union a total of thirty-two paid hours each year so that selected Union members can participate in Union educational programs or conventions.
2. The Union will notify the Superintendent of Schools at least ten calendar days in advance along with the names of members selected to participate in such programs.

I. Past Practice: It is understood and agreed that no employee shall suffer a reduction in wages and/or working conditions previously enjoyed because of the adoption of this Agreement.

J. Visits By Union Representatives: The School District agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the School District with permission of the Superintendent of Schools to conduct Union business so long as the duty function of the employee(s) is not impaired.

K. Union Bulletin Boards: The School District shall allow the Union to place Union bulletin boards in sizes and locations mutually agreed upon with the Superintendent of Schools. Materials posted will be limited to Union business.

L. Provisional Appointments:

1. When the District assigns an employee to fill a position in a different classification on a temporary basis, it shall be called a "provisional assignment".
2. An employee assigned a provisional assignment shall not solely through such assignment achieve permanent status. When the term of the provisional assignment ends, the employee temporarily assigned shall be returned to his/her previously held position.
3. An employee assigned a provisional assignment shall be paid as follows:
 - a. If the position is in a classification paid more than the individual's regular position, the employee shall be paid the higher rate for each hour after twenty consecutive hours worked in the higher classification.

- b. If the position is in a classification paid less than the individual's regular position, the employee shall not suffer any reduction in pay.
- 4. The fact that an employee served in a classification under a specific job description shall be recognized, together with his/her performance while serving in the position, when considering employees for open or vacant positions.

ARTICLE 7 RIGHTS OF THE PARTIES

- A. School District or School Board: The terms "School Board" or "School District" shall mean School District No. 4, Libby, Montana, its Board of Trustees or its officials and representative(s) as designated by the Board of Trustees.
- B. School District Responsibilities: The parties recognize the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligation to provide educational opportunity for the students of the School District.
- C. The Union shall recognize the prerogative of the School District subject to the terms of this Agreement, to operate and manage their affairs in all such areas, but not limited to the following: Direct employees; hire, promote, transfer, assign, and retain employees; relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive; maintain the efficiency of government operations; determine the methods, means, job classifications and personnel by which government operations are to be conducted; take whatever actions may be necessary to carry out the mission of the School District in situations of emergency; establish the methods and processes by which work is performed.
- D. School District employees shall have, and shall be protected in the exercise of, the right of self-organization, to form, join or assist the Union, to bargain collectively through the Union on questions of wages, hours, fringe benefits, and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference or restraint or coercion.
- E. The School District and Union, through appropriate officials or their representatives shall have the authority and the duty to bargain collectively in good faith as set forth below:

For the purpose of this Article, to bargain collectively is the performance of the mutual obligation of the School District, or its designated representatives, and the representatives of the Union to meet at reasonable times and negotiate in good faith with respect to wages, hours, fringe benefits and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached. Such obligation does not compel either party to agree to a proposal or require the making of a concession.
- F. Effect of Laws, Rules and Regulations: The parties recognize the right, obligation and duty of the Board of Trustees and its duly designated officials to promulgate rules, regulations, directives, and orders insofar as such rules, regulations, directives, and orders are not inconsistent with the terms of this Agreement.

ARTICLE 8 HOLIDAYS

- A. Employees will be granted the following holidays off without loss of pay:

1. New Year's Day
2. Independence Day
3. Thanksgiving Day
4. Memorial Day
5. Labor Day
6. Christmas Day
7. General Election Day, when the school building is a polling place and school functions will interfere with the election process.
8. Any day declared a legal holiday by the Legislature of the State of Montana.

- B. Any holiday which falls on an employee's regularly scheduled day off shall entitle the employee to another day off with pay. The day to be agreed upon by the School District and the employee affected.
- C. Any employee that works on a holiday will be paid under the call out provision of this Agreement.

ARTICLE 9 LEAVES

- A. Vacation: "Vacation Leave" means a leave of absence with pay for the purpose of rest, relaxation or personal business at the request of the employee and with the concurrence of the School District.
 1. Vacation leave credits shall be earned in accordance with the following schedule:
 - a. From one full pay period through ten years of employment at the rate of fifteen working days for each year of service;
 - b. After ten years through fifteen years of employment at the rate of eighteen working days for each year of service;
 - c. After fifteen years through twenty years of employment at the rate of twenty-one working days for each year of service;
 - d. After twenty years of employment at the rate of twenty-four working days for each year of service.
 2. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six calendar months.
 3. Annual vacation leave may be accumulated up to a total not to exceed two times the earned annual rate as of the last day of any calendar year.
 4. The dates when employees' vacations shall be granted shall be determined by agreement between each employee and the School District, with regard to seniority, and in the best interest of the School District as well as the best interest of the employee. Vacation time may be taken on a split vacation basis.
 5. Unused earned vacation time shall be paid to the employee at his/her regularly rate of pay at the time of separation from service.
 6. In the event of death of any employee, unused vacation time shall be paid to the employee's heir at his/her regular rate of pay providing the form designated by the School District Business Office has been signed and is in the employee's file.
 7. Vacation shall not accrue during a leave of absence without pay.
 8. Holidays occurring while an employee is on paid vacation will not be charged as vacation.

9. Permanent part-time employees are entitled to prorated annual vacation benefits if they have a regularly scheduled work assignment and normally work at least twenty hours each week of the pay period and have worked the qualifying period.
- B. Sick Leave: "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family. Immediate family shall be the employee's spouse, children, father and mother, brother and sister.
1. Each full-time employee of the School District shall earn sick leave credits from the first full pay period of employment. Sick leave credits shall be earned at the rate of twelve working days for each year of service without restriction as to the number of working days he/she may accumulate.
 2. An employee is not entitled to be paid for sick leave until they have been continuously employed for ninety calendar days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he/she has earned.
 3. Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment and normally work at least twenty hours each week of the pay period, and have worked the qualifying period.
 4. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.
 5. Employees are entitled by law to receive a lump sum payment upon termination equal to one-fourth of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of his/her termination.
 6. An employee may not accrue sick leave credits during a leave of absence without pay.
 7. An employee of the School District who receives a lump sum payment pursuant to the above and who is again employed by the School District shall not be credited with any sick leave for which he/she has previously been compensated.
 8. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in the above.
 9. Any employee returning to duty after an illness may be required to present a statement from his/her physician and/or submit to an examination by a physician designated by the Superintendent of Schools. If such an examination is requested, it shall be at the expense of the School District.
 10. An employee may use up to five of his/her sick leave credits for bereavement leave in the event of a death in the employee's immediate family. Immediate family shall be the employee's spouse, children, father and mother, brother and sister. The specific number of days allowed is subject to the determination of the Superintendent, depending upon the circumstances. Additional days beyond the five days aforementioned may be granted by the Superintendent due to special circumstances, but such grant shall not establish precedent for future considerations. All leave under this Section shall be taken with the advance approval of the Superintendent.
 11. An employee may, at his/her discretion, donate not more than two days of his/her credited sick leave to an employee in the bargaining unit who is in need of more sick leave by virtue of having exhausted all of his/her credited sick leave, and who is off duty on District approved sick leave. The total number of days which may be donated to the individual off on sick leave shall be limited to not more than the number of days of sick leave credit the employee had at the beginning of

the current sick leave. Each donor shall notify the Superintendent of the intended transfer of sick leave credits on the approved District form. Upon receipt of the form, the District will credit the employee absent on sick leave with the donated sick leave credits, but such donation shall be effective not more than three working days retroactive to the date on which the form was received.

C. Leave Without Pay:

1. All employees are entitled to take leave of absence without pay for good and sufficient reasons with prior approval of the immediate supervisor and the Superintendent.
2. Requests for Leave of Absence Without Pay should be submitted on forms provided in writing by the School District to the immediate supervisor. The request shall state the reason for leave and approximate length of time off the employee desires.

D. Military Training Leave: Any person who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, or Coast Guard, which exists or may be created at any time in the future by proper authority, and who has been employed for a period of six months, shall be given leave of absence with pay for a period of time not to exceed fifteen calendar days in any calendar year for attending regular encampments, training cruise, and similar training programs authorized by the Secretary of Defense of the United States for the Montana National Guard or by the proper authority in charge of the reserve corps, or Coast Guard while in attendance at such encampment, training cruise, or without the time being charged against him/her or his/her annual vacation.

E. Jury or Witness Duty Leave: Temporary leave will be provided each non-certified employee for jury duty, court appearances as witnesses, selective service examination and voting. The length of leave will vary in accordance with the amount of time required for the civic duty. The amount of remuneration received in such duty will be deducted from the regular pay of the employee. Expense or mileage allowance paid by the court will not be deducted from the regular pay. An employee may elect to charge his/her witness or jury time off against his/her annual vacation leave.

F. Unauthorized Leave: An employee who is absent from duty without reason or permission shall have pay deducted for actual time absent and shall be subject to suspension, including termination if warranted.

G. The Board reserves the right to add to the length of these leaves, and to add benefits, and to create additional forms of leave, all in the sole discretion of the Board, without establishing precedent. However, the District shall not violate the provisions of the Montana Human Rights Act.

H. District Days: Employees shall have the following days off with pay:

1. Day After Thanksgiving
2. Day Before Christmas
3. Day Before New Year's
4. Good Friday
5. President's Day (normally, 3rd Monday in February)

During the two year term of this Agreement each employee shall have one day of personal leave with pay, which may be taken at any time agreeable between the employee and his/her supervisor.

ARTICLE 10 HEALTH, SAFETY AND WELFARE

A. Health:

1. All full-time employees are eligible to participate in a group health and accident insurance policy purchased by the School District during their employment. The School District will contribute an

amount not to exceed \$210.00 per AFSCME family per month for the medical insurance program. It is agreed by both parties to this Agreement that if there is a death in the family or a divorce the employee already working for the School District, he/she shall automatically be covered by the insurance provided by the School District, and no way shall an employee under these circumstances be without insurance coverage while working for the School District.

2. The Union shall have the right to select one member to serve as it's representative on the Health Insurance Committee established by the School District.
3. The selection of the insurance carrier and policy shall be made by the School District after receiving recommendations of the Insurance Committee.
4. It is understood that the School District's only obligation is to purchase an insurance policy, pay premiums on said policy as agreed to within this Article and that no claim shall be made against the School District as a result of denial of insurance benefits by the insurance carrier.
5. The School District shall provide all new employees who are eligible for coverage with the proper forms to apply for participation with the proper forms to apply for participation in the health insurance plan. It shall be the responsibility of the employer to return the completed forms to the Business Office of the School District within twenty days from beginning employment with the School District. The School District shall not be held liable in the event that the employee fails to apply for participation in the health insurance plan.

B. Safety:

1. The School District will carry Industrial Accident Insurance on all employees. Employees must, within twenty-four hours report in writing all personal injuries received in the course of their employment to their immediate supervisor.
2. The School District will insure that first aid supplies are available in each work area.
3. Employees will report all safety hazards to their shop steward so that they can be investigated and reported to the principal or Superintendent.
4. Employees shall not be required to perform work when there is an unreasonable risk of injury. An employee's refusal to perform work under this provision may result in his/her suspension or termination, which action is subject to review through the grievance procedure.

C. Unemployment Insurance: The School District agrees to take the necessary action to insure that all employees covered by this Agreement are eligible to receive Unemployment Compensation, should their employment with the School District be terminated, as provided for in Montana Law.

ARTICLE 11 GRIEVANCE PROCEDURE

- A. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of this Agreement.
- B. School District Designee: "School District designee" shall mean the immediate supervisor, principal, assistant superintendent or any other designee of the District.
- C. Representative: The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his/her behalf.

D. Definitions and Interpretations:

1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays set forth in this Agreement.
3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.
4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.
5. Time Limitation and Waiver: Failure to follow time limits provided within this procedure shall entitle the grievant to the next step of the procedure in the case of the employer not following the time limits, and shall void the grievance subject in the case of the grievant not following the time limits. Provided both parties agree in writing, any level of this procedure may be by-passed and processed at a higher level.
6. Grievance Committee: Employees selected by the Union as Union Representatives shall be known as "stewards". The names of three employees selected as stewards shall be certified in writing to the School District by the Local Committee. A Grievance Committee Chair shall be elected or selected by the Union members. Grievance Committee members, individually, may process grievances during working hours without loss of pay.
7. Adjustment of Grievance: Any grievance which may arise between parties as to the application, meaning or interpretation of this Agreement shall be settled in the following manner.

STEP ①: Any employee who is a member of the bargaining unit who feels his/her rights have been violated shall report the fact in writing within three working days of the aggrieved to a steward. The steward, with or without the employee present, shall take up the grievance with the immediate supervisor within five working days. The supervisor shall attempt to adjust the matter within five working days.

STEP ②: If the Union is not satisfied with the disposition of the grievance in Step 1, the steward shall, within three working days of the supervisor's reply, with or without the presence of the aggrieved employee, take up the grievance or dispute with the Superintendent of Schools or his/her designated representative. The steward shall provide the Superintendent the following in writing:

- | | |
|--|------------------------------|
| a. Name of the aggrieved | d. Past history of grievance |
| b. Nature of the grievance | e. Remedy sought |
| c. Section of the Agreement, if applicable, violated | |

The Superintendent of Schools or his/her designated representative and the supervisor will discuss the facts of the case with the steward in an effort to settle the matter and shall respond in writing to the steward within ten working days in an effort to settle the matter.

STEP ③: Should the Union feel that the decision of the Superintendent of Schools or his/her designated representative is unsatisfactory, the grievance shall be submitted within

seven working days to the Chair of the Board of Trustees. The submittal shall be in writing and shall have attached thereto all of the statements and other documents which have been a part of the grievance record up to that time. The Board of Trustees shall consider such grievance and the evidence submitted therewith and shall make whatever additional investigation necessary or desirable and shall submit a decision on said grievance in writing to the steward and the Superintendent within as short a time as possible not to exceed fifteen days in cases involving suspension or termination and forty-five days in all other cases, after such grievance has been submitted.

STEP ④: Should the aggrieved employee and the Union consider the reply of the Board of Trustees to be unsatisfactory, the Union shall, within five working days of the receipt of the reply, notify in writing the Board of Trustees of its intention to refer the grievance to arbitration. Thereupon, within ten working days after such notice is delivered to the Chair of the Board of Trustees, the Chair and the Union shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five persons who have indicated a desire to provide services as arbitrators. The Union and the Chair of the Board of Trustees shall, within three working days of receipt of such list, meet and by alternately striking names from the list, select the arbitrator by requesting the services of the last name remaining on the list. The arbitrator so chosen will be contacted by the parties within two working days and will be requested to start proceedings at his/her earliest possible date. During the proceedings the arbitrator shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts. The arbitrator shall be requested to render a decision within thirty calendar days and such decision shall be final and binding upon both parties. The arbitrator shall have no authority to alter in any way the terms of this Agreement. The arbitrator shall notify the parties of his/her decision in writing. Expenses for the arbitrator's services shall be borne equally by the School District and the Union. It is understood by both parties to this Agreement that an appointed authority may replace any titled position in the above stated grievance procedure providing that such appointment has full authority to act in the capacity of the person being replaced.

ARTICLE 12 NO INTERRUPTION OF WORK

- A. It is agreed that there shall be no strikes, walkouts, or other interruption of work during the periods of this Agreement. It is further agreed that there shall be no lockouts during the period of this Agreement.
- B. In the event that a violation of the provisions of the preceding paragraph, a strike, walkout, or other interruption of work shall occur, neither the American Federation of State, County and Municipal Employees, AFL-CIO, nor its local 1680 shall be subject to financial liability for such violation provided the American Federation of State, County and Municipal Employees AFL-CIO and its Local 1680 involved immediately after the beginning of such violation shall have:
 - 1. Publicly declared such action a violation of this Agreement; and
 - 2. In utmost good faith used its best efforts to terminate such violation.
- C. It is further agreed that any such employees participating in such violation shall, in the discretion of the School District, be subject to immediate discharge or other disciplinary action. The School District agrees, however, that no discrimination shall be exercised in applying discipline or discharge for such action.

ARTICLE 13 MAINTENANCE POLICY

All employees covered under this Agreement shall have job descriptions provided them by the School District clearly defining duties and responsibilities within the scopes of their trades and abilities. No employee shall be required to perform outside their job description except in cases of extreme emergency.

ARTICLE 14 COMPENSATION

- A. Salaries and Wages: Conditions relative to and governing wages and salaries and extra-ordinary pay rates are contained in Addendum A to this Agreement, which is attached and by this reference made a part hereof as though full set forth herein.
- B. Overtime:
 - 1. Employees requested to work in excess of eight hours in any twenty-four hour period or in excess of forty hours in any week will be compensated at the rate of one and one-half times their normal rate of pay for the additional time worked.
 - 2. No overtime shall be worked, except in cases of emergency, without prior approval and the direction of proper authority.
 - 3. Employees shall not be required to suspend work during regular hours to absorb overtime.
 - 4. Overtime shall be paid in half-hour increments.
 - 5. When computing overtime, holidays, sick leave or vacation time taken during the work week will be considered as time worked.
- C. Call-out:
 - 1. Call-out time shall be defined as work performed by an employee who has been called to work by the School District to perform work which does not immediately follow the employee's regularly scheduled work day.
 - 2. All call-out time worked shall be compensated for at the rate of one and one-half times the employee's regular rate of pay for a minimum of two hours and times the actual hours worked if in excess of two hours.
- D. Deduction Slips: Payroll deduction slips will be provided with each pay warrant.
- E. Budgets: The Union shall present to the Superintendent of Schools and the Chair of the Board of Trustees a copy of their recommended salary increases and other recommendations which would affect the financial program of the School District not later than the 5th of January of each year. The Superintendent of Schools or his/her designated representative will meet with the Union and discuss their recommendations.

ARTICLE 15 LABOR - SCHOOL DISTRICT RELATIONS COMMITTEE

- A. The purpose of this Article is to establish an orderly procedure for the review of matters involving hours and working conditions affecting employees covered by this Agreement.

- B. There is hereby established a Joint Union-School District Committee. This Committee shall be composed of representatives for the School District and the field representatives of Montana Council No. 9 and/or his/her designee(s) for the Union, not to exceed four employee representatives.
- C. The Union-School District Committee will meet at the request of either party upon receipt of five working days' notice, at a time and place mutually agreed upon.
- D. Each party hereto must submit their agenda to the other party at least three working days prior to the scheduled meeting.
- E. The agenda shall be limited to items which: (a) are of a group rather than an individual interest and concern; and (b) cannot easily be solved or answered through established supervisory channels.
- F. Disposition of matters covered in the Union-School District meeting shall not contradict, add to or otherwise modify the terms and conditions of this Agreement.
- G. A School District designated representative shall serve and preside as Chair at the meetings.
- H. Time limits within this Article may be waived by mutual agreement.
- I. Minutes will be taken by a person designated by the Chair. The minutes shall consist of the topics discussed and the disposition of each. Copies of the minutes shall be reviewed and signed jointly by the Chair and the President of the Local Union before said minutes become official and are distributed. A copy of the approved minutes will be furnished each party hereto within three working days after being signed.

ARTICLE 16 SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 17 TERMS, AMENDMENTS AND MODIFICATIONS OF THE BASIC AGREEMENT


- A. This Agreement shall be effective as of the 1st day of July, 1989, and shall remain in full force and effect through the 30th day of June, 1991, except that negotiations for wages and insurance contributions for the 1990-91 school year shall be open on January 1, 1990. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty days prior to the anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin not later than thirty days prior to the anniversary date.
- B. Each party hereto agrees that, except by mutual agreement, no additional negotiations shall be held during the term of this Agreement, except for a successor agreement. The Board shall not use this provision to nullify Article 11.

IN WITNESS WHEREOF:

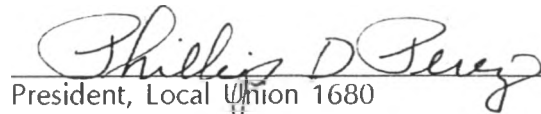
The parties acting by and through their respective and duly authorized officers or representatives, have hereto set their hands and seals the day and year first above written.

FOR: SCHOOL DISTRICT No. 4
BOARD OF TRUSTEES



Chair, Board of Trustees


Clerk of the Board

FOR: THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO


President, Local Union 1680


Unit Secretary


Representative, Montana
Council No. 9, AFSCME, AFL-CIO

ADDENDUM A

Wage Schedule: 1989-90

[Effective July 1, 1989]

CLASSIFICATION	BEGINNING	AFTER 1 YEAR	AFTER 3 YEARS
Maintenance Engineer	\$10.97	\$11.27	\$12.01
Maintenance Foreman	\$10.10	\$10.40	\$10.98
Maintenance & Custodians	\$ 8.75	\$ 9.05	\$ 9.58
Custodial Aides	\$ 7.17	\$ 7.37	\$ 7.86

Dates when increments are granted shall be established on each employee's anniversary date.