

Collective Bargaining Agreement

between

The Townsend Classified Association,

and

Townsend School District K-12

July 1, 2023- June 30, 2024

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ARTICLE I - RECOGNITION

1.1 Association Recognition

THIS AGREEMENT is entered into by and between the Board of Trustees, Townsend K- 12 Schools, Broadwater County, Montana, hereinafter called the "Board" or "District," and the Townsend Classified Association, affiliated with the MFPE, hereinafter called the "Association".

ARTICLE II - DEFINITIONS

2.1 Bargaining Unit

The appropriate unit shall include the following full-time and part-time classified staff: aides, paraprofessionals, janitors, custodians, librarian aides, food service, maintenance, cooks, dishwashers, network or computer tech's, public librarians, and lead cooks. Exclusions: Individuals certified in I, II, III, or V; superintendent, principals, secretaries, clerk and school-to-work coordinator. The appropriate unit shall also exclude positions included in other bargaining units.

2.2 Employees

Unless otherwise indicated, the term "employee," as used in this Agreement, shall mean employees who are members of the appropriate unit as defined above.

2.3 Board

The Board or District is the Board of Trustees of the Townsend K-12 Schools and its agents or representatives.

2.4 Association

The Association is the Townsend Classified Association, affiliated with the MFPE and National Education Association and American Federation of Employees and its officers, agents, and representatives.

2.5 Superintendent

The superintendent is the administrative officer of the Board who is responsible for general supervision of all employees.

ARTICLE III - RIGHTS OF THE PARTIES

3.1 Rights of the Board/District

MCA 39, 31-303. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

1. direct employees;
2. 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 non-productive.
3. maintain the efficiency of government operations;
4. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
5. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
6. establish the methods and processes by which work is performed.

3.2 Right to Organize

The Board agrees that employees shall have 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 to engage in other concerted activities for the purpose of collectively bargaining or other mutual aid and protection free from interference, restraint, or coercion by the Board or its agents.

3.3 Information

The Association and the Board agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Board and the Association to fulfill their respective obligations and duty to bargain.

3.4 Association Business and Communications

Representatives of the Association and its affiliates will be permitted to conduct Association business on school property as long as it does not interfere with operation of the school or employee work. The Association may use district school buildings for meetings, post notices on staff bulletin boards, use employee mailboxes, and use school-owned equipment when not otherwise in use, paying for supplies. During breaks employees will be allowed to make and receive telephone calls and other forms of communication.

ARTICLE IV - DUES

4.1 Dues Deduction Authorized

The Board agrees to deduct in equal installments from the salaries of all employees who have signed the appropriate union authorization cards such monies for annual unified membership dues of the MFPE, NEA, AFT, and the Townsend Classified Education Association, as well as other Association Contributions as individually authorized by the employee using the Association's membership form.

4.2 Notification and Transmittal of Monies

1. The Association will certify to the Board, in writing, the current rate of annual unified membership dues.
2. By October 1 of each year, the Board will provide the Townsend Classified Education Association with a list of those employees who have authorized the Board to deduct annual unified membership dues.
3. All schedules, forms and fees, together with records of any corrections or changes, shall be transmitted to the treasurer of the Townsend Classified Education Association on a monthly basis and no later than ten (10) days following the actual deduction.

ARTICLE V - EMPLOYEE RIGHTS

5.1 Personal Life

The personal life of any employee is not an appropriate concern of the employer except as appropriate under the following circumstances: 1) in the case of wrongful conduct that could reasonably endanger the health and safety of students and/or staff; or 2) to the extent that the employees conduct wrongfully and substantially impedes or disrupts the mission of the District.

5.2 Appearances before the Employer

Upon request by an employee, an Association representative will be allowed during any required appearances before the employer or its agents concerning any matter which the employee reasonably believes could lead to discipline or where discipline is to be meted out. It is understood this representation does not apply to instructions regarding work performance unless as part of a plan of assistance.

5.3 Cause

Employees who have completed their probationary period shall be disciplined or discharged only with due process and just cause.

5.4 State and Federal Rights

Nothing in this Agreement shall be construed to deny or restrict any rights for either the employer or employee may have under the laws of Montana and the United States.

ARTICLE VI - HOURS AND WORKING CONDITIONS

6.1 In-service Training

The District will provide in-service training. Training will be job or career-related and will consider employee interests and needs.

6.1.1 Additional Paid Professional Development - In agreement with the Administration, if there is job related training, staff will be paid for attending.

6.2 Assignments, Transfers and Vacancies

6.2.1 Assignments and Transfers

The Board may make necessary assignments and transfers of employee(s). Said assignments and transfers shall be made after taking into account the appropriate qualifications, seniority, and desires of the employee(s) to be transferred or reassigned. No employee will be involuntarily reassigned or transferred to a position for which the employee is unqualified unless adequate training is provided or if there is a qualified volunteer from the staff.

6.2.2 Vacancies or New Positions

Vacancies shall include newly created or expanded positions. Vacancies shall be posted on employee website. The District shall advertise all job openings internally and externally for a period of five (5) working days to enable current staff the opportunity to apply for any vacancy to be filled. If qualifications, skills and abilities are equal then seniority shall be the controlling factor. This Article does not apply when vacancies are filled from the recall list.

6.3 Work Day

6.3.1 Work Hours and Breaks

The normal work day shall consist of 9.5 hours including a duty free unpaid lunch period of not less than thirty (30) minutes per day in the middle of the shift and two 20 minute breaks per day. Part-time employees whose schedule requires them to work for more than 4 hours shall receive a duty free unpaid lunch period of not less than 30 minutes per day at a time mutually agreed upon by the Employee and Administrator. Employees shall also receive a 20 minute break within each four hours or major fraction thereof worked per day. With prior approval, employees can choose to combine breaks and have a normal work day of 9 hours.

6.3.2 Work Shifts/Evening Shift

Employee work shifts will have regular specific starting and ending times. There will be no split shifts. No employee will be required to work alone in the facility after 9:00 p.m.

6.4 Work Week

The normal work week may consist of 4 week days. The fifth weekday may be a short day for some or all of the employees in the unit. The employee and supervisor may mutually agree to flex a work week.

6.5 School Calendar

6.5.1 School Calendar

The proposed school calendar shall be submitted to the Association via a committee made up of Classified and Certified members for its recommendations prior to the adoption of the calendar by the Board.

6.6 Safe Working Conditions

6.6.1 Safety Committee

Two Association Representatives chosen by the Association shall sit on the safety committee. The Safety committee minutes will be posted in the employee lounge.

6.6.2 Hazardous Conditions

Employees will not be required to perform any duty or act which would threaten anyone's physical safety or well-being, except where students are confronted with a life threatening emergency situation such as a fire.

Employees will report all actual or potential safety hazards by filling out the attached form (Appendix C) and submitting said form to their immediate supervisor. The safety committee will review all forms and suggest possible remedies.

ARTICLE VII - LEAVES/ABSENCES

7.1 Sick Leave

- A. Sick leave is provided by law. Each permanent, full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of sick days which may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed for a period of ninety (90) days. In addition to utilizing sick leave for personal illness, etc. it may be used for illness, medical appointments or the first three days of disability or quarantine of one's spouse, child (the term child includes Foster and Adopted Children), parent, grandparent, grandchild and corresponding in-law.
- B. An employee may not accrue sick leave credits while in a leave-without-pay status. Permanent, part-time employees are entitled to prorated leave benefits, if they have worked the qualifying period.
- C. An employee who terminates employment with the district is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he/she terminates.
- D. Abuse of sick leave may be cause for dismissal and forfeiture of the lump-sum payment as provided for in this section.
- E. By October 1 of each year, each employee may elect to contribute up to three (3) sick leave days per year to a common bank to be administered by a committee of association and board members (two each). Employees who have exhausted their accumulated sick leave allowance may make reasonable withdrawals, as determined by the committee, from the common bank, provided that there are sufficient days available in the bank. The maximum accumulation of days in the sick leave bank shall be 120.

The Employer may require a physician's certificate if an employee has been on sick leave for three (3) consecutive work days or if the Employer has sufficient reason to believe that sick leave is being abused.

7.2 Bereavement Leave

Up to five (5) days at full salary will be allowed each employee for each death or illness of an immediate family member (spouse, siblings, children, parents, grandparents, aunts, uncles, cousins, spouse's family in like degree, or a member of the household. Additional time, if requested by the employee, shall be deducted from accumulated sick leave.

7.3 Civic Leave

The Board will allow employees leave at full pay for civic duty required of the employee by law, such as jury duty or serving as a witness in a legal proceeding. An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from the district. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowance paid him by the court.

(2) An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his employer. In no instance is an employee required to remit to his employer any expense or mileage allowances paid him by the court.

7.4 Extended Leave

Extended leaves of absence without pay may be granted by the Board.

7.5 Holidays

Townsend Schools will grant holiday time off to classified employees as per the categories and stipulations below:

Year-Round Part-Time, Permanent and Part Time Seasonal Employees

The following days, when they occur on a regular classified employee's work day, will be paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- President's Day
- Veteran's Day

Martin Luther King Jr. Day (*Note: If no School/PIR is calendared for this particular day, the day shall be treated as a paid holiday. If School/PIR is calendared for this particular day, one(1) additional annual leave day shall be credited to each employee*)

If these holidays fall on a Saturday or Sunday, the preceding Friday or following Monday are not holidays.

Permanent Full-Time Employees

The following days will be paid holidays for Permanent Full-Time employees:

New Year's Da
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Columbus Day, Veteran's Day, Martin Luther King Jr. Day and President's Day are to be taken on a non-school day. If any holiday falls on a Saturday or Sunday, the preceding Friday or following Monday are observed holidays.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

7.6 Annual Leave

- A. Annual vacation leave is provided by law. Each permanent, full-time employee shall earn annual vacation leave credits from the first day of employment. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months, as required by statutes.
- B. Permanent, part-time employees are entitled to prorated annual vacation benefits, if they have worked the qualifying period.
- C. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

D. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule:

1 day through 5 years	15 days
5 years through 10 years	17 days
10 years through 15 years	19 days
15 years through 20 years	21 days
20 years on	24 days

Vacation preference shall be granted on a seniority basis. All vacation dates shall be approved by the particular Department Head. Twelve-month employees shall endeavor to take their vacations during the months of June, July, and August, with such vacation dates being stipulated by June 1.

- E. Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar in which the excess was accrued.
- F. An employee who terminated his/her employment for reasons not reflecting discredit on him/herself shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. As per 2-18-617, MCA.

7.7 Family Medical Leave Act

Any leave for which an employee may be eligible pursuant to the Family Medical Leave Act shall run concurrent with leaves granted pursuant to this Agreement.

Article VIII- GRIEVANCE/ARBITRATION PROCEDURE

8.1 Definitions

- A. A grievance is defined as a claim by an employee, or the Association, based upon the interpretation, application, or alleged violation of this agreement.
- B. Grievant: (1) an individual employee, (2) a group of employees having the same grievance, and (3) the Association.
- C. Days: The deadlines specified in this Article are critical and must be adhered to unless extended by written agreement. All references to days means those when the Central Office is open, which is every day except weekends, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and emergency closures. Should the District not abide by the times limits, the grievant/association may advance the grievance to the next step. Should the grievant not abide by the time limits, the grievance shall be deemed moot.

8.2 Right to Representation

Grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

8.3 Procedure

- A. Since it is important that grievances be processed as rapidly as possible, grievances will begin at appropriate level based on which level of management discipline originated from. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- B. Level One. An employee with a grievance shall first discuss it with the principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. This shall be done within ten (10) work days following the knowledge of the act or condition which is the basis of the complaint.
- C. Level Two. If the grievant is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, then the grievance may be referred to the office of the superintendent. The superintendent shall arrange for a hearing with the grievant and/or the Association to take place within the (10) work days of his/her receipt of the appeal. Upon conclusion of the hearings, the superintendent will have ten (10) work days to provide his/her written decision, together with the reasons for the decision, to the Association.
- D. Level Three. If the grievance has not been satisfactorily resolved at the second level, the Grievant may file within ten (10) work days of the Superintendent's written decision, a copy of the grievance with the School Board Chair. Within ten (10) work days after such grievance is filed, the grievant, representative of the grievant as desired, the Superintendent, or his designee, and the Board or its designated committee, shall meet to resolve the grievance.
- E. Level Four. If the grievance involves a disputed interpretation of this agreement and if the Association is not satisfied with the disposition of the grievance at Level 3, or if no disposition has been made within the time period provided, the Association may request that the dispute be resolved by binding arbitration. In such case, the Association shall provide the superintendent with written notice of its intention to submit the grievance to arbitration and file the same with the Montana Board of Personnel Appeals within twenty (20) days of receipt of the board's decision at Level 3 or expiration of the time lines specified in Level 3, whichever is later.

The parties shall select an arbitrator from a list of available arbitrators to be obtained from the Montana Board of Personnel Appeals. The parties shall flip a coin to determine who will strike a name first and then alternate striking names until only one name is left. That person shall serve as arbitrator for the parties.

The arbitrator shall consider the grievance, conduct a hearing and/or receive the parties' briefs and have all necessary authority to render a full and effective award and issue a decision which shall be final and binding upon the parties.

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. If any party desires a transcript of the arbitration proceedings, the party requesting the transcript shall pay the costs of the transcript. If both parties request transcripts, they shall share equally in the cost.

8.4 Exceptions to Time Limits

- A. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. Similarly, steps of the grievance process may be waived only by written mutual agreement of the parties and so indicated by written instrument.

- B. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

8.5 Cooperation of Board, Administration, and Association

The Board, Administration, and the Association will cooperate in the investigation of any grievance and will furnish such information as is required through mutual agreement for the processing of any grievance.

8.6 No Reprisals

No reprisals of any kind will be taken by the Board, Administration, or Association because of participation in the grievance procedure.

8.7 Personnel Files

All documents, communication, and records dealing with the processing of the grievance shall be filed separate from the personnel files of the participants.

8.8 Forms

Grievance Report Forms see attached Appendix B.

ARTICLE IX- COMPENSATION AND FRINGE BENEFIT

9.1 Salary

9.1.1 Salary Schedule

Employees shall be paid according to the salary schedule agreed upon by the Association and the Board (Appendix A). Placement on the salary schedule shall be based upon job title and experience.

9.1.2 Creditable Service

Credit for up to three years of previous relevant work experience may be allowed for placement on the salary schedule. An employee new to the school district will not be placed at a step higher than a current employee with equal or greater qualifications/experience. If it's determined a new employee will be placed at a step higher, the current employee's pay will be raised to the equal step. If there is a question regarding experience/qualifications, an ad hoc committee comprised of the superintendent, the union president or designee, and a trustee shall be convened for review and final decision. Employees shall advance one step on the salary schedule for each school year of service in the district or major fraction thereof.

9.1.3 Pay Periods

If a pay day falls on a day when school is not in session, pay checks will be issued on the immediately preceding work day.

9.1.4 Overtime Pay

Employees who work more than 40 hours in their normal work week will be paid at one and one-half (1-1/2) times their regular hourly wage rate. For purposes of calculating overtime pay, only time worked shall be counted as working hours. At the employees option the employee may elect to take comp time in lieu of overtime. Comp time shall be earned at the same rate as overtime i.e. for every hour worked over 40 in the normal work week the employee shall accrue 1 ½ hours of comp time. Employees will make an annual election.

All overtime must be pre-approved by the employee's immediate supervisor, unless an emergency exists. In the event of an emergency the employee will notify his/her immediate supervisor as soon as practical. When overtime is required, overtime will be offered to employees on a seniority basis within job areas (the most senior qualified employee will have first opportunity to work overtime.) Overtime will be voluntary except in the case of a bona fide emergency requiring the presence of a specific employee.

9.2 Mileage Allowance

Employees required by the district in the course of their work to drive personal vehicles shall receive a car allowance equal to the current IRS allowance.

9.3 Health Insurance

Full-time employees in the district have the option to participate in the insurance plan offered by the school district. The system currently in place is available to those employees.

For employees who work at least 30 hours per week and who wish to participate in the group health insurance plan, the district will contribute the same percentage of the teachers' amount that it contributes to a single employee Basic Plan coverage. The employee has the option of choosing the single, two-party, family, or Parent Child coverage. The employee portion of the premiums will be deducted from the employee's paycheck during the school year and the employee will be responsible for their share of the insurance premiums during the summer months. Payment is due to the District Clerk by the 1st of the month. If the payment is not made on time, the employee will be dropped from the insurance plan.

(See attached 2023-2024 Insurance Rates)

Non-insurance users forfeit all of this benefit.

It is understood that the District's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the District as a result of a denial of insurance by an insurance carrier, plan, policy or administrator. An employee is eligible for District contributions as provided in this Article, once the employee has reported for work and shall remain eligible for as long as the employee has received wages from the District some time during the preceding four (4) months, all District contributions shall cease effective upon the employee's last working day.

9.4 Retirement Benefits

9.4.1 PERS/TRS

The District will be a participating employer in the Montana Public Employees Retirement System or the Employees Retirement System and all employees will be members of PERS or TRS.

9.4.2 Tax-Sheltered Annuities

The Board shall make available through payroll deduction tax-deferred annuities as per board policy.

ARTICLE X-JOB CLASSIFICATIONS AND JOB SECURITY

10.1 Job Categories

The parties agree that there are five categories of employees. Bargaining unit work will be performed only by employees in one of the five categories:

Permanent Full-Time Employees: An employee who is employed for 2080 hours per year.

Year-Round Part-Time: An employee who is employed for 1560 hours per year.

Permanent Seasonal: An employee who is employed during the academic school year for at least 30 hours per week.

Part-Time Seasonal: An employee who is employed during the academic school year for less than 30 hours per week.

Probationary Employee: New employees will be on probation for six months. After six months, a probationary employee becomes a permanent employee.

10.2 Job Description

Each unit position will have a written job description. Current descriptions are attached to the Classified Employee Handbook.

10.3 Counseling and evaluation of employees.

The purpose of counseling and evaluations is to inform the employee of his/her strengths, weaknesses, methods of improvement, and/or progress in improving. To this end, the pertinent comments regarding a counseling or an evaluation will be written, and the employee will sign acknowledgment on the documents or, if the employee refuses, then the supervisor will make a notation that the employee refused to sign. Completed counseling or evaluation documents, with any attachments, will be placed in the employee's personnel file as part of the employee's permanent record. In addition, a copy of the counseling or evaluation will be given to the employee at the time such counseling or evaluation is completed.

10.3.1 Counseling - probationary employees.

During the probationary period, the employee will be evaluated. Nothing in this provision limits the district ability to terminate without cause.

10.3.2 Counseling - permanent employees.

Employees who attain permanent status may be counseled and evaluated. Evaluations will only be done by the immediate supervisor. The district reserves the right to perform additional evaluation on an employee as deemed necessary by the district.

10.4 Personnel Files:

- A. No material will be placed in an employee's personnel file unless it is signed by the author, and unless the employee has had an opportunity to read the material and respond to it in writing.
- B. Access to a personnel file shall be limited to the Board, the Administration, the employee to whom the file refers, representatives of either party if necessary, and to others if the employee gives permission.
- C. Any employee shall have the right upon request, to review the contents of his/her personnel file and to receive at Board expense a copy of any documents contained therein. An Association representative, at the employee's request, may be present at any such review. Upon request by the employee, the Superintendent or official designee shall sign an inventory sheet to verify contents of the personnel file at the time of the inspection by said employee. A separate file for processed grievances or for any review of services shall be kept apart from the employee personnel file. No secret, duplicate, alternate, or other personnel file shall be kept by the Board and administration.

10.5 Seniority

10.5.1 Definition of Seniority

Seniority shall be defined as an employee's length of continuous service with the District beginning with his/her last date of hire with the District. If two or more employees have the same date of employment, seniority will be determined by lot.

Maintenance of Seniority

Seniority shall be maintained but not accrued for the following reasons:

- A. Lay off not exceeding two (2) year(s).
- B. Authorized leave without pay not exceeding sixty (60) days.
- C. Leave without pay granted due to extended illness or disability.
- D. Military leave.
- E. Education leave not to exceed one (1) year.

10.5.2 Seniority Lists

A separate seniority list will be maintained for each of the following job areas:

- Custodial, Maintenance, and Janitorial
- Food Service
- Paraprofessional
- Technical
- Librarians

10.5.3 Seniority List Placement

Each employee will be included on the appropriate seniority lists according to his or her current position(s) and any previous positions held with the district.

10.6 Lay off

Employees shall be laid off in reverse order of seniority within categories of employment. Employees scheduled for lay off shall be given at least thirty (30) calendar days notice prior to the date of lay off.

10.7 Recall

Employees shall be recalled in order of seniority with the most senior laid off employee called back first.

10.8 Probation for Transfers

Upon filling a new position within the District the employee shall be placed on probation for that new position for a period of 90 days. Should the District determine that the employee is not meeting the needs of the District during that 90 day period the employee shall be returned to a position that is comparable to the position they previously held.

10.9 Preservation of Work

10.9.1 Bargaining Unit Work

All work customarily or currently performed by unit employees shall continue to be performed by said employees for the duration of this Agreement.

10.9.2 Part-time Employment

Part-time employees will not be hired for the purpose of displacing full-time employees. Job-sharing may be permitted with the agreement of the employees involved and the approval of the Board and the Association.

ARTICLE XI - DURATION AND EFFECT

11.1 No Strike Provision

During the term of this Agreement, it is understood that the Association will not encourage, cause, or authorize its members to strike.

11.2 No Lock Out

The District agrees not to lock out employees during the term of this agreement.

11.3 Agreement All Inclusive

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment that is in conflict with this agreement.

11.4 Non-discrimination

The provisions of this Agreement shall be applied without regard to race, color, national origin, political affiliation or beliefs, creed, religion, sexual orientation, residence, age, sex, marital status, family relationship to another employee, physical or mental handicap, or any other legally protected group.

11.5 Copies of this Agreement

Copies shall be printed by the Board within 30 days after the Agreement is signed. Copies shall be presented to all employees now employed, and hereafter employed. The agreement will also be posted to the district's website. Additionally, the Association shall be provided with additional copies of this Agreement as needed.

11.6 Savings Clause

If any provision of this Agreement or any application thereof is finally held to be illegal, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect.

At the request of either party, negotiations shall immediately begin in order to modify or replace the invalid provisions according to the intent of the parties.

11.7 Renewal and Reopening of Agreement

This Agreement will automatically be renewed and will continue in force and effect unless either party gives notice to the other party, not later than 90 days prior to the expiration date or any anniversary thereof. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached. All salaries, benefits, and working conditions agreed upon in the successor agreement will be retroactive to the termination date of this Agreement.

11.8 Effective Dates

This agreement shall become effective July 1, 2023 and it shall remain in effect until June 30, 2024 when it shall expire.

11.9 Date and Signatures

This agreement is signed this ___ day of June, 2023.

Date and Signatures

For the Townsend Classified Association:

Date _____

President _____

For the Board of Trustees of the Townsend Schools, K-12 District# 1:

Date _____

Chairman _____

Clerk _____

**APPENDIX B
GRIEVANCE REPORT FORM**

Townsend Classified Employees Association
Townsend, Montana

Name: _____ Grievance No. _____

Date Grievance Occurred: _____

(Please attach any supporting documents or use additional paper as needed)

STATEMENT OF FACTS:

SPECIFIC PROVISIONS OF AGREEMENT ALLEGEDLY VIOLATED:

PARTICULAR RELIEF SOUGHT:

DATED THIS DAY OF --- 20

Signature of Grievant

Signature of Association Representative

2023-2024 Years	Head Cust Head Cook Co Librarian	Custodial Maint.	Custodial light maint. Cook Office Aide	Custodial Prep Cook	Para	Inclusion Aide	Tech co.	Tech asst.
1	\$15.58	\$13.92	\$12.50	\$12.00	\$13.00	\$14.00	\$19.45	\$17.24
2	\$16.02	\$14.29	\$12.63	\$12.13	\$13.24	\$14.27	\$19.95	\$17.67
3	\$16.44	\$14.73	\$12.78	\$12.33	\$13.56	\$14.59	\$20.45	\$18.10
4	\$16.87	\$15.14	\$13.24	\$12.63	\$13.92	\$14.98	\$20.93	\$18.53
5	\$17.24	\$15.58	\$13.56	\$12.95	\$14.29	\$15.38	\$21.42	\$18.96
6	\$17.67	\$16.02	\$13.92	\$13.24	\$14.73	\$15.85	\$21.92	\$19.45
7	\$18.10	\$16.44	\$14.29	\$13.56	\$15.14	\$16.29	\$22.42	\$19.95
8	\$18.53	\$16.87	\$14.73	\$13.92	\$15.58	\$16.76	\$22.90	\$20.45
9	\$18.96	\$17.24	\$15.14	\$14.29	\$16.02	\$17.23	\$23.40	\$20.93
10	\$19.45	\$17.67	\$15.58	\$14.73	\$16.44	\$17.68	\$23.90	\$21.42
11	\$19.95	\$18.10	\$16.02	\$15.14	\$16.87	\$18.14	\$24.60	\$21.92
12	\$20.45	\$18.53	\$16.44	\$15.58	\$17.24	\$18.54	\$25.32	\$22.42
13	\$20.93	\$18.96	\$16.87	\$16.02	\$17.67	\$19.00	\$26.07	\$22.90
14	\$21.42	\$19.45	\$17.24	\$16.44	\$18.00	\$19.36	\$26.84	\$23.40
15	\$21.92	\$19.95	\$17.67	\$16.87	\$18.53	\$19.92	\$27.62	\$23.90
16	\$22.42	\$20.45	\$18.00	\$17.24	\$19.08	\$20.50	\$28.43	\$24.60
17	\$22.90	\$20.93	\$18.53	\$17.67	\$19.63	\$21.08	\$28.95	\$25.32
18	\$23.40	\$21.42	\$19.08	\$18.00	\$20.21	\$21.69	\$29.46	\$26.07
19	\$23.90	\$21.92	\$19.63	\$18.53	\$20.80	\$22.31	\$29.97	\$26.83
20	\$24.60	\$22.56	\$20.21	\$19.08	\$21.41	\$22.95	\$30.48	\$27.62
21	\$25.32	\$23.22	\$20.80	\$19.63	\$22.03	\$23.60	\$30.99	\$28.44
22	\$26.07	\$23.90	\$21.41	\$20.21	\$22.67	\$24.27	\$31.42	\$28.95
23	\$26.83	\$24.61	\$22.03	\$20.80	\$23.33	\$24.96	\$31.85	\$29.46
24	\$27.62	\$25.33	\$22.67	\$21.41	\$24.01	\$25.67	\$32.28	\$29.97
25	\$28.44	\$26.07	\$23.33	\$22.03	\$24.71	\$26.40	\$32.72	\$30.48
26	\$29.29	\$26.83	\$24.01	\$22.67	\$25.43	\$27.15	\$33.07	\$31.00

Option D

MEMORANDUM OF AGREEMENT (MOA)

between

Townsend Board of Trustees and Townsend Classified Association (TCA)

May of 2022

The parties have agreed to the following:

The parties inclusion definition shall encompass the following duties and activities:

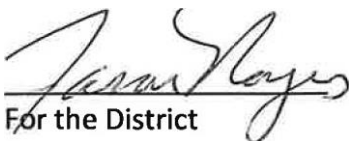
- Assistance with toileting and hygiene
- Aiding non-verbal students in instruction
- Helping wheelchair bound students with mobility around the campus
- Supervision of feeding
- Working with students that have a high level of behavioral needs which require those working with them to have Crisis Prevention Institute (CPI) certification

Paraprofessionals who work with Special Needs Students shall receive inclusion pay at the rate defined in the Inclusion Section of the pay matrix of the collective bargaining agreement to their regular rate of pay.

Each Paraprofessional shall be responsible for accurately documenting the hours working with Special Needs Students in half (1/2) hour to one (1) hour increments which shall be entered daily in the miscellaneous column of their individual time sheets.

Implementation date of the above MOA to be effective May 1, 2022, and run through June 30, 2023.

The parties view this MOA as a one-time, non-precedent setting event.


For the District

Date


For TCA

2023-2024 Health Insurance Rates

The district pays the \$.91 for \$10,000 additional life.

\$1000 RM

\$1000 deductible plan. Deductible waived for office visits. Benefit Percentage 80/20%
Review Benefit Summary for more information.

	Health Insurance Rates (includes LTD & Life)	Employee Amount	Employer Amount
Single	770.00	305.80	464.20
Two-Party	1540.00	631.60	908.40
Parent/Ch	1271.00	502.80	768.20
Family	2079.00	871.00	1208.00

\$4000 RM

\$4000 deductible plan. Deductible waived for office visits. Benefit Percentage 80/20%
Review Benefit Summary for more information.

	Health Insurance Rates (includes LTD & Life)	Employee Amount	Employer Amount
Single	684.00	219.80	464.20
Two-Party	1368.00	459.60	908.40
Parent/Ch	1129.00	360.80	768.20
Family	1847.00	639.00	1208.00

\$5000 HDHP

\$5000 High Deductible Plan Benefit Percentage 100/0%
Review Benefit Summary for more information.

	Health Insurance Rates (includes LTD & Life)	Employee Amount	Employer Amount
Single	537.00	72.80	464.20
Two-Party	1074.00	165.60	908.40
Parent/Ch	886.00	117.80	768.20
Family	1450.00	242.00	1208.00

2023-2024 Dental/Vision Rates

Dental Rates		
Coverage	Rate	Employee Amount
Single	38.00	38.00
Two-Party	75.00	75.00
Parent/Ch	78.00	78.00
Family	116.00	116.00

Vision: Exam + Hardware		
Coverage	Rate	Employee Amount
Single	10.00	10.00
Two-Party	21.00	21.00
Parent/Ch	14.00	14.00
Family	22.00	22.00