

**2019-2021**

**COLLECTIVE BARGAINING  
AGREEMENT**

**between**

**LAUREL UNIFIED EDUCATION  
ASSOCIATION, CLASSIFIED UNIT  
LUEA, MEA-MFT, NEA, AFT**

**and**

**LAUREL PUBLIC SCHOOLS  
SCHOOL DISTRICT NO. 7 & 7-70**

**Laurel, Montana**

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## **AGREEMENT**

THIS AGREEMENT is entered into by and between the Board of Trustees, Elementary School District Number 7-70 and High School District Number 7, Yellowstone County, Laurel, Montana, hereinafter called the “Board”, or “District”, and the Laurel Unified Education Association - Classified Unit, a unit of the Montana Education Association and National Education Association, hereinafter called the “Association” or “Union”.

### **ARTICLE I – ASSOCIATION RECOGNITION**

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

### **ARTICLE II: DEFINITIONS**

- 2.1 Appropriate Unit: The appropriate unit is defined as the employees of Laurel Public School District No. 7 & 7-70 working as secretaries, aides, bus drivers, custodians, food service, maintenance, clerical clerks, interpreters, chaperones and crossing guards, excluding those employees excluded by the Collective Bargaining Act (Section 39-31-103, MCA) and further excluding all substitutes (a person called in on a day to day basis for an absence), temporary employees (less than 60 days of work in the bargaining unit called in to cover for a position that will last up to 60 days), long term temporary employee, (A person called in to cover a position that will continue more than 60 days but will not create a permanent part-time or full time position. The employee out on leave will be returning to the position at the end of the leave), part-time employees (less than 10 hours of work per week in the bargaining unit), and students.
- 2.2 Employee: Unless otherwise indicated, the term “employee(s)”, 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 school district (s) and its agents or representatives.
- 2.4 Association: The “Association” or “Union” is the Laurel Unified Education Association - Classified Unit of the Montana Education Association and National Education Association and its officers, agents, or representatives.

### **ARTICLE III: ASSOCIATION RIGHTS**

- 3.1 Right to Organize: The Board and Association agree that employees 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.
- 3.2 Information: The Board agrees to furnish the Association such information as may be reasonably needed to carry out its responsibilities as exclusive representative. The District may charge the Association the costs associated with providing such information at the usual rate charged other school-related organizations for producing similar information.
- 3.3 Association Business and Communications
- a. The Association may use district facilities for its meetings, provided it secures the principal's permission first and the facilities are not otherwise being used.
  - b. The Association may post notices pertaining to Association on staff bulletin boards located at each time clock.
  - c. The Association shall have the right to use inter-school mail facilities and employee mailboxes. Printed materials of general distribution to employees shall clearly and conspicuously identify that they are distributed and authorized by the Association. In addition, the Association may use the inter-school mail facilities and employee mailboxes for personal individual correspondence without providing a copy to the administration.
  - d. Upon notifying the building principal or supervisor and receiving approval, the duly authorized representatives of the Association and its respective affiliates may transact official Association business on school property at reasonable times, provided that there is no disruption of the educational process.

### **ARTICLE IV: ASSOCIATION SECURITY**

- 4.1 Association Membership: Employees may join the Association. No current or future employee shall be required to become a member of the Association.
- 4.2 Authorized Deductions: The Board agrees to deduct from the wage of each employee who has given the Board written authorization the amount of monthly membership dues as certified by the Association and will remit same to the treasurer of the Association. The Association shall certify to the Board the amount of the monthly dues to be deducted. The District's only obligation under this Article is to deduct the monthly membership dues as certified by the Association and submit them to the Association treasurer as authorized by the individual employee.

- 4.3 Hold Harmless: The Association will indemnify, defend and hold the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues provisions of this agreement provided such defense of any such claims, demands or suits shall be under the control of the Association and its attorneys. While assuming no liability, the District reserves the right to participate in its own defense through representatives of its own choosing at its own expense.

## **ARTICLE V: EMPLOYEE RIGHTS**

### **5.1 Discipline**

- a. Employees new to the District shall serve a probationary period of one hundred twenty (120) days worked, defined as actual days present on the job. Days absent for any reason do not count toward the 120 days. During this probationary period, the employee may be terminated and/or disciplined for any reason.
- b. In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs and alcohol), incompetence, violation of the terms of this Agreement, or failure to observe regulations. Any discipline will be subject to the grievance procedure provided for in this Agreement.
- c. Whenever possible and appropriate, informal conversations may precede progressive discipline. The Board agrees to follow these progressive disciplines, which include written warning, written reprimand, suspension with/without pay, with termination or dismissal as a final last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

- 5.2 Appearances Before the Employer: An employee, at the employee's request, is entitled to have an association representative present during any investigation meeting that the employee reasonably believes could result in disciplinary action. An employee shall be given prior written notice of the reasons for the meeting or interview.

- 5.3 No reprisal(s) of any kind will be taken by the School Board, the School Administration, the Association and/or the employee(s) against any employee and/or person because of the person and/or employee's union activities or lack of union activities.

## **ARTICLE VI: HOURS AND WORKING CONDITIONS**

### **6.1 Vacancies and Transfer Requests**

Vacancy shall be defined as a posting of a position of employment that the district intends to fill.

- a. All interested District employees wishing to transfer or be promoted to another bargaining unit position shall apply in writing within five (5) days of the posting of the vacancy notice. The employee will submit a letter outlining his/her qualifications

and shall be given an interview if he/she possesses at least the minimum qualifications. When it appears that an applicant who is presently employed in the District is equally qualified for the open position, preference will be given to that applicant.

- b. Nothing in this section shall be construed as preventing the District from filling a position on a temporary basis without posting it, if and when there is an immediate need to do so. If the position is filled on a temporary basis for 60 days it is subject to the posting requirements of this provision. The Association shall be notified of the immediate need prior to placement of any person on a temporary or long-term temporary basis.
- c. Vacancies are posted on the district website at [www.laurel.k12.mt.us](http://www.laurel.k12.mt.us). The district will notify employees of vacancies via district email.

6.2 School Calendar: The District Calendar Committee will include two classified members, to be determined by the Association.

## **ARTICLE VII: LEAVE OF ABSENCE**

### 7.1 Annual or Vacation Leave

*Annual or Vacation Leave is governed by state law, MCA 2-18-612*

- a. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
- b. Seasonal employees shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.
- c. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- d. An employee may not accrue annual vacation leave credits while in a leave- without-pay status.
- e. Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position without a break in service and temporary employees who are employed continuously longer than six (6) months may count as earned leave credits for the immediate term of temporary employment.
- f. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

| Years of employment       | Working days credit |
|---------------------------|---------------------|
| 1 day through 10 years    | 15                  |
| 10 years through 15 years | 18                  |
| 15 years through 20 years | 21                  |
| 20 years and on           | 24                  |



- g. For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits must be credited with one (1) year of employment if he/she is employed for a year from the first day the employee reports for work.
- h. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.
- i. The dates when an employee's annual vacation leaves shall be granted shall be determined by agreement between each employee and the school district, with regard to the best interest of the school district as well as the best interests of each employee.
- j. 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 90 calendar days from the last day of the calendar year in which the excess was accrued.
- k. An employee who terminates his/her employment for reasons not reflecting discredit on himself/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.

7.2 Sick Leave: Sick leave is available for an employee's personal illness and may include serious illness of relatives to the second degree of consanguinity and affinity. Serious illness is defined as illness that requires doctor's care and/or adult care and covers transporting of qualified relatives to the doctor or hospital and may include illness of step-children, foster children and adopted children.

- a. Employees are not entitled to be paid sick leave until they have been continuously employed ninety (90) days. Permanent full-time employees earn leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) equal one (1) year. Sick leave credits are earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days that may be accumulated. An employee may not accrue sick leave credits while in a leave-without-pay status.
- b. Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.
- c. Full-time temporary and seasonal employees are entitled to sick leave benefits, provided they work the qualifying period.
- d. An employee who terminates employment with the District is entitled to a lump- sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave must be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the District.
- e. An employee who receives a lump-sum payment pursuant to section 7.2.d and who is again employed by the District may not be credited with any sick leave for which the employee has previously been compensated.
- f. Abuse of sick leave is defined as a consistent pattern of unjustified absence. If abuse of leave is suspected, employees may be required to provide verification for future absences. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.

- g. After three (3) consecutive days of leave for illness, the School District may require an employee to furnish a doctor's note. Upon request the employee will have fifteen (15) days in which to provide the doctor's note

### 7.3

#### Sick Leave Bank

The classified union may establish a sick leave bank for the purpose of assisting another member of the bargaining unit when he/she has exhausted all of his/her sick, vacation and personal leave.

1. Each classified employee can have the opportunity to establish a sick leave bank through the voluntary donation of sick leave hours. Additional donated hours may be requested during a given year as the need arises.  
Each classified employee may specify who will receive their designated sick leave donation. The hours donated are non-returnable and remaining donations in the bank at the end of each year will carry over to the next year.
2. A classified employee may access the bank when he/she has a serious personal illness or physical disability and has exhausted all of his/her sick, vacation and personal leave. A classified employee seeking to access the bank must provide confirmation from a physician that the illness is serious in nature, either by the type of illness or due to the chronic nature of the illness. The sick leave bank will be managed by the Executive Board of the Association.
3. Once the employee returns to work, he/she will not have continued access to the bank unless (a) such a return is on an intermittent basis as provided for by the direction of his/her physician, or (b) the employee's right to access is reestablished in accordance with Item 2 of this section.
4. No classified employee is entitled to draw more than thirty (30) sick-leave days from the bank during any year.
5. A classified employee may also access the bank in the event an employee's family as outlined in Article 7.2 of the contract is ill, or if the need for elder care should arise in the family. This right is established in accordance with the guidelines provided in Item 2 of this section. While using sick leave from the bank, the employee may not receive pay or compensation from any other plans in which the District participates, either in full or in part. For purposes of this section, compensation does not include District insurance contributions made pursuant to Article VIII, section b.

### 7.4

Family Medical Leave (FMLA): To be eligible for FMLA leave, an individual must meet the following criteria:

- a. Have worked at least 12 months (which do not have to be consecutive) for the employer; and
- b. Have worked at least 1,250 hours during the 12 months immediately before the date FMLA leave begins.

The FMLA entitles eligible employees of covered employers to take job-protected, unpaid leave for specified family and medical reasons. Eligible employees are entitled to twelve (12) workweeks of leave in any twelve (12) month period for:

- a. Birth and care of the employee's child, within one year of birth

- b. Placement with the employee of a child for adoption or foster care, within one year of the placement
- c. Care of an immediate family member (spouse, child, parent) who has a serious health condition
- d. For the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job
- e. Any qualifying event arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in the U.S. National Guard or Reserves in support of a contingency operation
- f. Twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember (Military Caregiver Leave)

If an employee was receiving group health benefits when leave began, an employer must maintain them at the same level and in the same manner during periods of FMLA leave as if the employee had continued to work. Accrued paid leave runs concurrently with the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

Employees may take FMLA leave intermittently or on a reduced leave schedule (that is, in blocks of time less than the full amount of the entitlement) when medically necessary or when the leave is due to a qualifying event. Taking intermittent leave for the placement for adoption or foster care of a child is subject to the employer's approval. Intermittent leave taken for the birth of a child is also subject to the employer's approval. However, employer approval is not required for intermittent or reduced schedule leave that is medically necessary due to pregnancy, a serious health condition, or the serious illness or injury of a covered servicemember. Employer approval also is not required when intermittent or reduced schedule leave is necessary due to a qualifying event.

When the need for leave is foreseeable, an employee must give the employer at least thirty (30) days notice, or as much notice as is practicable. When the leave is not foreseeable, the employee must provide notice as soon as practicable in the particular circumstances. An employee must comply with the employer's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. In requesting leave an employee must provide sufficient information for the employer to reasonably determine whether the FMLA may apply to the leave request. When the employee seeks leave for a qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference the qualifying reason for the leave or the need for FMLA leave.

7.5 Maternity / Paternity Leave: For employees who qualify for FMLA, leave under this provision will be in accordance with the current Family Medical Leave Act. For those who don't qualify for FMLA, normal leave provisions will apply.

7.6 Parental Leave: Parental leave may be granted to employees to take a reasonable leave of absence and permit the employee to use sick leave immediately following the birth or

placement of a child for a period not to exceed 15 working days.

This leave will follow FMLA eligibility requirements. This leave will run concurrently with FMLA leave.

- 7.7 Bereavement Leave: Each regularly employed classified staff member shall have each fiscal year a maximum of ten (10) days paid bereavement leave, not accumulative and not chargeable to sick leave. These (10) days do not need to be taken consecutively. Bereavement leave is available at the beginning of the fiscal year on July 1<sup>st</sup> and will be available for the employee to use during the fiscal year. During first year of employment, an employee hired after July 1 will have bereavement leave prorated. For calculating prorated bereavement leave credits, "one day" shall be equal to the number of hours per day worked of an employee's regularly scheduled shift. Bereavement shall be defined as death within the immediate family, which shall consist of relatives to the second degree of consanguinity and affinity. It is understood that step parents, step children, foster children, and step grandchildren/grandparents fall under this category. Bereavement leave will be available for time associated with funeral or memorial service and for grieving time following death. Such things as estate planning and cleaning out houses, does not qualify under this section.
- 7.8 Personal Leave: Each regularly employed classified staff member shall have each fiscal year two (2) days of paid Personal Leave, available at the beginning of the fiscal year (July 1) for the employee to use during the fiscal year. Employees hired after July 1 will have their Personal Leave prorated. For calculating Personal Leave credits, "one day" shall be equal to the number of hours worked on an employee's regular scheduled shift. The purpose of Personal Leave is for transacting or attending to personal, legal, business, household, or family matters which require an employee's absence during his/her work schedule. Such leave must be applied for by written application through the building administrator to the Superintendent. Such leave may not be granted during the periods of emergency when there are an unusual number of absences because of illness or when there is an inadequate supply of substitutes available, nor shall it be used to extend a vacation period at either the beginning or the end of such period. Personal Leave is not accumulative. Twelve-month employees must use it or lose it. Unused personal leave for all employees that work less than twelve (12) months in a year shall be paid out at the same time that vacation checks are processed.
- 7.9 Jury Duty: An employee called to appear for jury duty, or otherwise subpoenaed to testify in court in any matter involving their role as a school employee, shall not lose compensation from the District for the performance of such obligation. The employee shall remit to the District any additional monies earned from the court or other party for the performance of this duty, except those granted for expenses or mileage. Alternatively, the employee may elect to use their personal leave or vacation leave to cover the absence and would then be entitled to keep any additional compensation received for their appearance in court.
- 7.10 Leave of Absence: A leave of absence without pay and without benefits may be granted by the Board of Trustees, at the Board of Trustee's sole discretion, for educational purposes, extended personal illness only after all sick leave is used, and service in public office, and then only on an individual basis. Previous annual leave earned shall be retained upon returning. Sick leave and annual leave may not be earned during this leave. Assignment upon returning may not be the same as that held previously, but must be comparable with the training of the employee involved.

Leave other than above shall be arranged for in advance and shall be deducted from wages and be without benefits. An employee who fails to make any arrangement for leave shall not receive any pay or benefits and shall be subject to disciplinary action including discharge.

- 7.11 Military Leave: Military leave will be granted by the Board of Trustees as mandated by law.
- 7.12 Association Leave: At the beginning of every school year the Association shall be credited with fifteen (15) days to be used by classified employees who are officers or agents of the local Association; such use, with pay, to be at the discretion of the Association. The local Association President must approve all such leaves before they are submitted to the Superintendent. The Superintendent will be notified no less than twenty-four (24) hours prior to the commencement of such leave. Association leave is not cumulative.
- 7.13 Leave Procedures:
- Increments: Personal leaves will be taken in units of whole days or half days. All other leaves will be taken in ½ hour units.
  - Advance approval: Employees must communicate in writing or verbally with supervisor at least seventy-two (72) hours before taking such leave, except in cases of emergency.
  - Personal and vacation leave should be scheduled as far in advance as possible. Personal and vacation leave will be granted on a first come first served basis.
  - Leave for reasons other than illness may not be granted when there are an unusual number of staff absences previously requested/scheduled and when there is an inadequate supply of substitutes available to fill absences.
- 7.14 Holidays: Classified employees shall receive the following paid holidays:

|                        |                             |
|------------------------|-----------------------------|
| New Year's Day         | January 1 <sup>st</sup>     |
| Good Friday            | Friday before Easter        |
| Spring Vacation Day    | Easter Flex Day*            |
| Memorial Day           | Last Monday in May          |
| Independence Day       | July 4 <sup>th</sup>        |
| Labor Day              | First Monday in September   |
| Thanksgiving Day       | Fourth Thursday in November |
| Day after Thanksgiving | Fourth Friday in November   |
| Christmas Eve Day      | December 24 <sup>th</sup>   |
| Christmas Day          | December 25 <sup>th</sup>   |
| New Year's Eve Day     | December 31 <sup>st</sup>   |

In order to qualify for Holiday Pay, the Holiday must fall during the employee work year and the employee must be on paid status for the prior work day and the following work day. **\*Easter Flex Day will be on Easter Monday unless this is a work day on the calendar – an alternate day will be given during the spring as close to Easter as possible as a holiday.**

Example: A nine (9) month Aide will be paid for Christmas but will not be paid for the Fourth of July because the Aide's work year is from the first day of school to the end of school.

7.15 Leave Without Pay:

- a. Employees are expected to be at work during their regularly scheduled time. Leave Without Pay requires prior approval and must be submitted at least seventy-two (72) hours in advance, except in cases of emergency. Leave request must be submitted in writing through the supervisor to the Superintendent. Leave Without Pay is highly discouraged and will not be approved except in extenuating circumstances.
- b. Leave without pay shall not be granted if other appropriate leave is available.
- c. Failure to report for work may result in discipline, up to and including termination of employment.

**ARTICLE VIII - COMPENSATION AND FRINGE BENEFITS**

8.1 Salary Schedule

- a. The attached salary schedules (Appendix A) are part of this agreement.
- b. Employees newly hired shall be placed on Step 1.
- c. An employee's anniversary date shall be calculated based on the initial date of hire.
- d. Any employee shifting levels of job classification shall keep the years of experience on the matrix while moving levels.

8.2 Overtime: Any work performed in excess of forty (40) hours in a work week shall be compensated at the rate of 1 and ½ times the employee's regular hourly wage rate. For the purposes of determining overtime, the work week for these employees shall start at 12:01 a.m. Saturday and shall continue for the next seven (7) days (24 hours x 7 days = 168 hours).

8.3 Insurance Contribution

- a. The District shall participate in a group health and accident insurance plan, which covers the employee and his/her family. In addition, the district shall provide each employee with a \$15,000 one-year term life insurance policy and disability insurance.
- b. One certificate of participation or policy shall be issued for each participating employee. Employees who do not participate in the insurance plan are not eligible for any benefit/District contribution provided in this Article. Employees who do not participate in the insurance plan forfeit all benefits/District contributions provided in the Article.
- c. For the purpose of this section only, a full-time employee is defined as an employee who is regularly scheduled to work thirty (30) or more hours per week during the school year (1170 hours or more of regularly scheduled work). Employees who average less than 1170 hours of work per measurement period will not qualify for any insurance benefits.
- d. Newly hired full-time employees will be offered coverage according to the waiting period rules and then will be subject to the standard measurement period (May 1 through April 30) with all the rest of the ongoing employees to determine ongoing eligibility. Waiting period is defined as the first day worked until the first day of the following month.

Newly hired variable hour / seasonal / part-time employees will be subjected to a



12-month initial measurement period starting on the first day worked to determine on-going eligibility and offered coverage accordingly. Following the initial measurement period, the employee will be measured along with all the rest of the ongoing employees to determine ongoing eligibility.

- e. The Association hereby agrees to indemnify and shall hold the District harmless against any and all claims, demands, suits or other forms of liability alleging marital status discrimination, including court cost, plaintiff's attorney fees, decision, judgments, orders, interest, and/or penalties that shall arise out of the District's compliance with this Article, provided that the defense of any such claims, suits, demands or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings through representatives of its own choosing and at its own expense.
- f. The District will contribute \$645.00 per month for the 2019-2021 fiscal years, for each full-time participating employee for insurance benefits including an IRS Section Plan/Flexible Benefit Plan, Health Savings Account or Tax Sheltered Annuity. Any additional funds required over and above the School District contributions provided herein for insurance premiums or other benefits shall be deducted from the employee's paycheck/the appropriate IRS Section 125 Plan/Flexible Benefit Plan/Health Savings Account.

- 8.4 Insurance Committee: A committee comprised of two (2) certified employees appointed from that bargaining unit by that bargaining unit, two (2) administrators, two (2) School board members, and two (2) support staff appointed from that bargaining unit by that bargaining unit will recommend an insurance carrier and policy/IRS 125 Plan/Flexible Benefit Plan/Tax Sheltered Annuity/Administrator to the Board of Trustees. Selection of the insurance company and policy/IRS 125 Plan/Flexible Benefit Plan/Tax Sheltered Annuity/Administrator shall be made by the Board of Trustees.
- 8.5 District Obligation: It is understood that the School District's only obligation is to pay the above stated amount or a prorated amount pursuant to Section 8.3 (b) and (c) as stated above. The District shall not be liable for any claim made against it as a result of a denial of insurance benefits/IRS Section 125 plan, flexible benefit plans, health savings accounts or tax-sheltered annuity benefits. The District shall, additionally, not assume liability for an insurance carrier, plan, policy or administrator. The District makes no expressed or implied warranty as to the performance of any annuity, insurance plan, insurance policy, flexible benefit plan, IRS section125 plan, health savings account, carrier, or administrator.
- 8.6 Eligibility For Contributions: An employee is eligible for School District contributions as provided in the Article on the first day of the new month after the first day the employee reports for work and shall remain eligible until and unless one of the following conditions exist:
  - a. At the end of the month of the date of termination or resignation.
  - b. The employee is placed on layoff status in accordance with Section 9.5 of this

- agreement. In such a case, the employee will be eligible for continued District contribution for up to one (1) month from the date of layoff; or
- c. Due to an injury, the employee is placed on Workman's Compensation and is unable to work. In such a case, the employee will be eligible for continued District contribution for up to four (4) months from the last day the employee received wages from the District.

8.7 IRS Section 125/Flexible Benefit Plan/Tax Sheltered Annuity/Health Savings Account

A Flexible Benefit Plan/IRS Section 125 Plan/Tax Sheltered Annuity/Health Savings Account shall be established as provided by Section 8.4 above for employees who wish to participate. The School District shall pay the set-up fee and the annual review cost of these plans/annuities. The participating employee shall pay the monthly continuation fee. The plan may include:

- a. A contribution for health care costs not paid by group insurance in accordance with IRS regulations;
- b. Insurance premiums not paid by the employer;
- c. Dependent care costs, including qualified children and elders;
- d. Other insurance options;
- e. Health Savings Account;
- f. Tax Sheltered Annuity; and/or
- g. Employees who choose not to participate in the School District's Flexible Benefit Plan may receive a stipend equal to the difference between the School District's contribution provided for above and that employee's insurance premium(s). This stipend shall not be considered wages.

- 8.8 Other Benefits: Classified employees who volunteer to sell tickets at an extracurricular event shall receive an activity ticket for all home extracurricular events for themselves. Classified employees who sell tickets at two additional extracurricular events shall receive an additional activity ticket for all home extracurricular events. Classified employees will not receive more than two activity tickets. All duties performed for home extracurricular events beyond the normal school days shall be strictly on a voluntary basis.

- 8.9 Employee Breaks: A paid, duty-free break of fifteen (15) minutes will be provided during each work shift for those employees who are scheduled to work at least four (4) continuous hours. An additional paid, duty-free break of fifteen (15) minutes will be provided during the second half (1/2) of each work day for those employees who are scheduled to work six (6) continuous hours or more. Employees working different levels of pay during the scheduled work day will be paid for break time at the level of pay they were working just before the break.

- 8.10 Retirement System: The School District will participate in the Montana Public Employee's Retirement System and the Teacher's Retirement System. Any disagreement or dispute as to the amount of contributions, application of rules or statutes or benefits shall be the sole jurisdiction of the Retirement System and the courts.



An employee retiring after twenty (20) years of service in the Laurel School system will receive a payment of 10% of last year's wage or \$2000 whichever is greater, at retirement. Those employees with less than 20 years of service but with 10 or more years of service shall be given lifetime activity tickets.

- 8.11 Non-scheduled duties: On-Call Duties: If a supervisor or coordinator of an event calls an employee in to work, that employee will be paid a minimum of one (1) hour.
- 8.12 Required Training: If the School District requires an employee to attend professional meetings, the employee shall not lose any pay.

## **ARTICLE IX: JOB SECURITY**

### **9.1 Job Description**

- a. Each employee's duties shall be outlined in a job description, which may be modified, by the District level supervisor and/or the building principal acting through the authority of the Superintendent and the School Board. (The employee and the Association will be notified of the change.)
- b. If an employee is assigned to substitute in a position for four (4) continuous hours and it is an equal or lower classification, the employee will continue to receive their normal rate of pay. If an employee is assigned to substitute in a position for four (4) continuous hours in a higher classification, the employee will be paid at the rate of the higher classification, per their current experience level.

- 9.2 Seniority: Seniority is the length of service with the District from the initial date of continuous employment. An employee with experience in more than one (1) job area will have seniority in each separate job area based on actual length of service in each job area. If two or more employees have the same length of service in a job area, seniority will be determined by total length of service in the District.

- 9.3 Seniority Lists: A separate seniority list will be maintained for each of the following job areas:

- a. Administrative
- b. Chaperone
- c. Crossing Guard
- d. Aide
- e. Cafeteria Workers
- f. Custodians
- g. Secretaries
- h. Transportation
- i. Maintenance
- j. Security
- k. Interpreter

9.4 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.

9.5 Layoff

- a. In the event a position displacement is caused by, but not limited to, a layoff, position elimination, exercise of seniority rights, or a reduction in hours of at least 33% of the employee's normally scheduled hours per day, the options described below shall apply.
  1. The employee may elect to remain in the same position in the event that the position is still available; or
  2. The employee may exercise his/her seniority rights by choosing to bump the next employee on the seniority list. This process shall be repeated until each employee has exercised his/her seniority rights.
  3. The employee may elect to be placed on layoff status.
- b. In the event an employee is placed on layoff status, the following regulations shall apply.
  1. In the event of a layoff, an employee so affected shall be placed on a re-employment list maintained by the District according to seniority. Such employee's seniority shall apply in the filling of any new or open positions in the general job classification, provided the employee is qualified by virtue of job category. Names shall be maintained on the re-employment list for three (3) years.
  2. An employee on layoff status shall file his/her address, in writing, with the Personnel Office of the District and shall thereafter promptly [within thirty (30) calendar days] advise the District, in writing, of any change of address. In the event an employee fails to notify the District of such change and a position is filled [within (30) calendar days], the employee shall remain on layoff status and the position selection shall stand.
  3. An employee shall forfeit all rights of re-employment as provided in Section (1) if the employee does not comply with the requirements of Section (2) above, or if the employee does not respond to the offer of re-employment within fifteen (15) calendar days.
  4. An employee on layoff status who rejects an offer of re-employment, provided that such employee is offered a position substantially equal to that held prior to layoff, shall be considered to have voluntarily resigned and shall forfeit seniority and all other accrued benefits.

(Equal Hours = same hours or the next lowest daily hourly assignment.)

## **ARTICLE X: GRIEVANCE PROCEDURE**

10.1 Definitions

- a. A grievance is a claim by a grievant that there has been a specific violation or misinterpretation of the terms of the agreement.

- b. A grievant is an employee, a group of employees, or the Association.
- c. Days shall mean scheduled work days, except as otherwise indicated.

10.2 Individual Rights: Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration at Level One (defined below) and having the grievance adjusted at level One without intervention by the Association, provided that adjustment is not inconsistent with the terms of this contract.

10.3 Procedure

Step I. Immediate Supervisor

The grievant shall, within twenty-one (21) days of the occurrence or knowledge of the act or condition which is the basis of the complaint present the grievance in writing to the immediate supervisor. The grievance shall be written and shall include a statement of the grievance, which Article(s) are in dispute, and the requested remedy.

The immediate supervisor will arrange for a meeting with the grievant to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within ten (10) days after the meeting.

Step II. Superintendent

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

Step III. School Board

If the grievant or the Association is not satisfied with the decision at Step II, or if no decision has been rendered within ten (10) days after presentation of the grievance, then the grievance within ten (10) days may be referred to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Association with a written decision.

Step IV. Binding Arbitration

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written

notice of its intention to arbitrate within thirty (30) days of the receipt of the board's written decision. If any question arises as to arbitrability, such question will be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after such notice of submission to arbitration, the parties will submit a request to the Board of Personnel Appeals for a list of arbitrators. The arbitrator selected will confer with the representatives of the Board and the Association and hold hearings and will issue his decision no later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, from the submission date of the final statements. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted.

Each party shall bear its own costs, except that the fees and charges of the arbitrator shall be shared equally by the parties.

The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The Arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

- 10.4 Exceptions to Time Limits: The time limits set forth in this Article may be changed by written agreement.
- 10.5 No Reprisals: No reprisals of any kind will be taken by the Board, the school administration, the Association, or the employee(s) against any person because of participation in this grievance procedure.
- 10.6 Cooperation of Parties: The Board, the Administration, the Association, and the employee(s) will cooperate with the other in its investigation of a grievance and further will furnish the other such information as is requested for the processing of any grievance.
- 10.7 Personnel Files: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 10.8 Election of Remedies: The Association and/or employee(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all right to pursue a grievance under this agreement. Upon instituting a proceeding in another forum as outlined herein, the employee(s) and/or Association shall waive his/her/their right to initiate a grievance pursuant to this agreement, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

## **ARTICLE XI: EVALUATION**

- 11.1 Instrument: The School District shall develop an evaluation instrument or a different evaluation instrument for different activities of the employees in this bargaining unit.

Requirements: Except as provided in this section, the evaluation and evaluation procedure shall be a matter of School District directive and shall not be part of this Agreement. Employees evaluated shall be subject to the following process:

All ratings and remarks on the annual evaluation shall be based on direct observation of the employee's performance by the employee's direct supervisor and the facility administrator. The absence of an evaluation shall indicate that the employee's performance was satisfactory for the year.

- a. The employee will be aware of the evaluation instrument to be used by the direct supervisor and facility administrator prior to the evaluation.
  - b. Prior to any discussion or meeting for the purpose of evaluation, the employee shall be given an optional self-evaluation form to be completed by the employee and brought to the evaluation meeting. The self-evaluation form, if completed, will be included in the employees' personnel file.
  - c. Any training or additional education stated on the self-evaluation form shall be notated in the employee's personnel file.
  - d. The administrator, direct supervisor and employee, for job improvement or development, shall develop an employee improvement plan. This improvement plan shall be reviewed semi-annually for changes or additions to the plan.
  - e. An area for employee comments shall be designated on all evaluation forms.
  - f. Evaluation instruments shall not be changed, except as provided as above.
  - g. Evaluation is not subject to the grievance procedure. Any judgment or statements contained in any or all evaluation instruments of an employee are not subject to the grievance procedure.
- 11.2 Personnel Files: An employee covered by this Agreement may review, and at the employee's expense photocopy, the contents of their personnel file. All records regarding an employee shall be maintained in a single personnel file. No materials shall be placed in the employee's personnel file without the employee's prior knowledge. No material derogatory to the employee will be placed in the file unless it is signed by the author and the employee has had an opportunity to read and respond to it. Any derogatory material not shown to the employee within ten days of receipt of composition may not be used by the Board in any disciplinary action, unless directed otherwise by the social welfare office, the county attorney's office or the sheriff's office.

## **ARTICLE XII: EFFECT OF AGREEMENT**

- 12.1 Savings Clause: If any provision of this Agreement or any application thereof to any employee is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or

applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party negotiations shall immediately commence in order to alter said section(s).

- 12.2 Duplication and Distribution: This agreement shall be available on the district website. The Association shall be provided ten (10) copies of this Agreement.
- 12.3 Scope of Agreement: This Agreement constitutes the entire Agreement between the parties. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining each party has had the unlimited right to offer, discuss, accept, or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.
- 12.4 Severability Clause: In the event that any provisions of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

#### **ARTICLE XIII: DURATION**

- 13.1 This Agreement shall be effective as of July 1st, 2019 and continue in effect until June 30, 2021.
- 13.2 This Agreement will continue in full force and effect for additional period s of one (1) year unless the Association or the Board gives notice to the other party to the Agreement of their intent to reopen the Agreement before December 1st in the calendar year before expiration.

#### **ARTICLE XIV: MANAGEMENT RIGHTS**

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

**ARTICLE XV: SIGNATURES**

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019

For SCHOOL DISTRICT 7 & 70  
YELLOWSTONE COUNTY,  
LAUREL, MONTANA

For THE LAUREL UNIFIED EDUCATION  
ASSOCIATION-CLASSIFIED UNIT  
MEA-MFT, NEA, AFT

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

# ATTACHMENT A:

## 2019-2020 HOURLY WAGE SCHEDULE - EFFECTIVE JULY 1, 2019

|           | Years | A (0) | B (1-2) | C (3-4) | D (5-6) | E (7-8) | F (9-10) | G (11-12) | H (13+) |
|-----------|-------|-------|---------|---------|---------|---------|----------|-----------|---------|
| LEVEL I   |       | 12.45 | 12.80   | 13.34   | 13.91   | 14.45   | 15.18    | 15.34     | 15.50   |
| LEVEL II  |       | 13.00 | 13.34   | 13.91   | 14.45   | 15.01   | 15.73    | 15.89     | 16.05   |
| LEVEL III |       | 13.56 | 13.91   | 14.45   | 15.01   | 15.56   | 16.29    | 16.45     | 16.61   |
| LEVEL IV  |       | 14.33 | 14.67   | 15.01   | 15.56   | 16.12   | 16.83    | 17.00     | 17.16   |
| LEVEL V   |       | 14.67 | 15.01   | 15.56   | 16.12   | 16.67   | 17.39    | 17.56     | 17.72   |
| LEVEL VI  |       | 15.29 | 15.64   | 16.20   | 16.75   | 17.56   | 18.03    | 18.19     | 18.35   |
| LEVEL XI  |       | 18.35 | 18.59   | 19.26   | 19.93   | 20.37   | 21.09    | 21.25     | 21.41   |

## 2020-2021 HOURLY WAGE SCHEDULE - EFFECTIVE JULY 1, 2020

|           | Years | A (0) | B (1-2) | C (3-4) | D (5-6) | E (7-8) | F (9-10) | G (11-12) | H (13+) |
|-----------|-------|-------|---------|---------|---------|---------|----------|-----------|---------|
| LEVEL I   |       | 12.70 | 13.05   | 13.61   | 14.18   | 14.74   | 15.48    | 15.64     | 15.81   |
| LEVEL II  |       | 13.26 | 13.61   | 14.18   | 14.74   | 15.31   | 16.04    | 16.20     | 16.37   |
| LEVEL III |       | 13.83 | 14.18   | 14.74   | 15.31   | 15.87   | 16.61    | 16.78     | 16.94   |
| LEVEL IV  |       | 14.61 | 14.96   | 15.31   | 15.87   | 16.45   | 17.17    | 17.34     | 17.50   |
| LEVEL V   |       | 14.96 | 15.31   | 15.87   | 16.44   | 17.01   | 17.74    | 17.91     | 18.07   |
| LEVEL VI  |       | 15.60 | 15.95   | 16.52   | 17.08   | 17.92   | 18.39    | 18.56     | 18.72   |
| LEVEL XI  |       | 18.72 | 18.96   | 19.64   | 20.32   | 20.77   | 21.51    | 21.68     | 21.84   |

1. Initial placement on the hourly wage schedule on July 1, 2016 was determined by the number of years worked as of June 30, 2016. Wages for the 2011-2012 school year were frozen at the 2010-2011 level. Employees were not entitled to a wage advancement for the 2011-2012 school year.
2. Bus personnel hired for non-route related work on the buses will be paid at the beginning Level VI wage. Route related activities include T-1's, pre-trip instructions, parent/guardian contacts, interior maintenance/cleaning, and cold weather starting. All other duties assigned will be considered non-route related duties.
3. Bus route drivers hired prior to October 1<sup>st</sup> of the current school year and work through the end of the school year/ last school day for students will receive a \$1000 stipend to be paid in June. Bus route drivers hired after October 2nd but before the first day of the second semester and work through the end of the school year/last school day for students will receive a \$500 stipend to be paid in June. This clause sunsets June 30, 2021.
4. Bus Route drivers assigned to extra-curricular trips will receive their route pay up to their regularly scheduled route hours. Any hours beyond their scheduled route hours will be paid **at the beginning** Level III wage.



5. All training required by the District shall be considered mandatory and all hours of employee attendance shall be paid at their regular rate of pay.
6. Lead Custodian and Lead Summer Custodian will be paid an additional \$0.35 cents per hour when they are working in this capacity. The Lead Custodian position will be merit based and subject to annual review by the supervisor. The supervisor's evaluation and recommendation for continuation in this position is final and not subject to the grievance process. When a summer custodial crew consists of four (4) or more people a Lead Custodian will be assigned for the duration of the summer. This clause sunsets June 30, 2021.
7. Lead Transportation and Lead Maintenance will be paid an additional \$.35 per hour when assigned to work in this capacity for at least one full day upon written approval by their immediate supervisor. These position(s) will be merit based and subject to annual review by the supervisor. The supervisor's evaluation and recommendation for continuation in this position is final and not subject to the grievance process. This clause sunsets June 30, 2021.
8. Employees working in different level positions throughout the year (i.e. Level 3 and Level 4) will receive vacation pay at the wage Level the employee is working at the time of vacation leave.

## **CLASSIFICATIONS**

### **2019-2021 Levels**

#### **Level I**

None

#### **Level II**

None

#### **Level III**

Aide  
Clerical Assistant  
Cafeteria Assistant (non-cooking duties)  
Cashier/Food Service  
Chaperone  
Crossing Guards  
Cook  
Dispatcher  
Distribution Clerk  
Custodian  
Lead Custodian  
ISS Aide  
Security Van  
Driver

#### **Level IV**

Head Custodian  
Nutrition Program Specialist  
Secretary  
Community Ed Coordinator

#### **Level V**

Language Interpreter

#### **Level VI**

Accounting Clerk  
Assistant Community Ed  
Bus Route Driver  
Assistant Transportation  
Maintenance  
Desktop & Network Support Technician

#### **Level XI**

Educational Interpreter for Deaf, Hard of Hearing, Blind

## Attachment B

### CONSANGUINITY AND AFFINITY RELATIONSHIP CHART

| Consanguinity<br>(Includes individuals related<br>by blood to the Employee) |                              | Affinity<br>(Includes the Employee's Spouse and<br>individuals related to the Spouse) |                   |
|---|------------------------------|---|-------------------|
| First Degree  | Second Degree                | First Degree  | Second Degree     |
| Father or Mother  | Grandparents                 | Spouse  | Grandparents      |
| Son or Daughter<br>(& Spouse)   | Grandchildren (& Spouse)     | Father or Mother  | Grandchildren     |
|   | Uncle or Aunt (& Spouse)     | Son or Daughter   | Uncle or Aunt     |
|   | First Cousin (& Spouse)      |   | First Cousin      |
|   | Nephew or Niece (& Spouse)   |   | Nephew or Niece   |
|   | Brother or Sister (& Spouse) |   | Brother or Sister |