

**AGREEMENT**

**BY AND BETWEEN**

**THE  
POLSON SCHOOL DISTRICT BOARD OF  
TRUSTEES**

**AND**

**THE  
POLSON CLASSIFIED EMPLOYEE  
ASSOCIATION,  
MFPE**

**FOR 2022-2023**

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## **PREAMBLE**

The Agreement is entered into by and between the Board of Trustees, Elementary School District Number 23 and High School District Number 23, Lake County, Polson, Montana hereinafter called the "Board" or "District", and the Polson Classified Employees Association, a unit of the MFPE hereinafter called the "Association" or "Union".

## **ARTICLE I - RECOGNITION AND DEFINITIONS**

### **1.1 Union Recognition**

The Board hereby recognizes the Association as the exclusive representative of all employees in the appropriate unit for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment. The Association, as the exclusive representative, will represent all members of the appropriate unit fairly and equally.

### **1.2 Appropriate Unit**

The appropriate unit shall include all custodians, maintenance workers, bus drivers, mechanics, secretaries, and other employees performing work of a clerical nature, including but not limited to office/student supervision assistant, instructional/non-instructional assistants, and paraprofessionals employed by the Polson Elementary and High School District #23, excluding cooks, dishwashers, food servers, the Superintendent's secretary, the clerk/business manager and assistant, the transportation director, the maintenance director, IT director, HR director, food services director, any short-term worker as defined below, and any employee excluded by §39-31-103, MCA. A short-term worker is anyone employed on a temporary basis: (1) for up to thirty (30) workdays to fill a vacant position while the District is actively seeking a permanent employee for the position; or (2) for up to sixty (60) work days to fill in for an employee who is temporarily absent or on approved leave.

### **1.3 Employee**

Unless otherwise indicated, the term "employee", as used in this agreement, shall mean an employee who is a member of the appropriate unit as defined above.

## **ARTICLE II - MANAGEMENT POWERS AND DUTIES**

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 working forces; 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 discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities. Nothing in this Agreement shall be construed to prohibit the District from exercising all management rights and prerogatives except those expressly waived in this Agreement. The Board has all rights to manage the School District except those expressly waived by the Agreement or limited by law.

## **ARTICLE III - ASSOCIATION RIGHTS**

### **3.1 Rights to Organize**

In accordance with MCA §39-31-201, the Board agrees that employees shall have full freedom of association, self-organization, and 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 collective bargaining or other mutual aid and protection free from interference, restraint, or coercion by the Board or its agents.

### **3.2 Information**

The District agrees to furnish the Association such information as required for the Association to carry out its responsibilities as the exclusive representative and as allowed by applicable laws.

The District may charge a reasonable fee for photocopying and labor associated in producing such information when a large amount of information and/or a large amount of time is required to produce the information. The District shall notify the Association in advance of any fee(s).

An updated copy of the Board of Trustees Policy and Procedure Manual shall be available on the District's website. Employees shall be provided computer and printer access to view and print online materials.

The District will post a copy of this Agreement online within ten (10) working days after signature of the final agreement. In addition, the District will provide a hard copy to any employee who so requests.

### **3.3 Association Business and Communication**

The Association and its representatives will be permitted to conduct Association business on school property provided that such activities do not interfere with job performance and the orderly operation of the school.

The Association may use facilities for its meetings with the permission of the building administrator so as not to conflict with other scheduled uses. An employee working during the Association's meetings may arrange, with his/her supervisor, for scheduled time off without pay to attend the meeting. Though time at the meeting will not be considered time worked, such employee can make up this time off in order to accrue her/his regular number of hours.

The Association may post notices on staff bulletin boards and/or use employee mailboxes provided such notices and/or mail is of non-political nature. The requirement that such material be non-political shall not apply to internal Association campaigns/elections. The Association may use the District email system to communicate with its members who have district email accounts. (Note: the employee has no right of confidentiality when using any public computer.) In addition, the Association may make reasonable use of such office equipment as available for official Association business of a non-political nature when such equipment is not otherwise in use. The Association will provide consumable materials used such as paper. The use of District office equipment by the Association is intended to be for the production of materials for internal Association use and/or for Association communication with the District only. The Board recognizes the need for communication between the Association and the District during the workday. Access to communications such as phones and District email will be available to meet the needs for that communication and to facilitate a good working relationship between the Association officers and District and Administrative staff.

### **3.4 New Hire**

The Union will provide a letter of introduction to be included in the new hire packet provided by the District. The District shall notify the Association Treasurer of each new hire within three (3) working days of hiring. Should the employee choose to join, the written authorization from the membership form will serve as documentation for the District to deduct from the pay of the employee the monthly amount of dues certified by the Association as provided for in law. The District shall deliver the dues to the Treasurer of the Association.

## **ARTICLE IV - DUES AND PAYROLL DEDUCTIONS**

### **4.1 Authorized Deductions**

The District agrees to deduct, in equal installments from the salary of each Union member who has given the Board written authorization, the amount of annual membership dues, fees, and other monies and will remit the same to the Association within ten (10) working days following the deduction. The Union's membership application form will serve as the recognized authorization form. The Association shall certify to the Board the amount of the annual dues and related monies to be deducted after being provided by the District Clerk with employee names, job titles, job locations, and annual salaries. Dues deduction authorizations received by the District during the school year will be prorated over the remaining payments of the employee's current salary.

The Association agrees to defend, indemnify, and hold harmless the District, the Board of Trustees, each individual trustee, and all administrators against any and all claims, suits, or other forms of liability, and all court costs arising out of the execution of the provisions of this section.

The District shall deduct from the salary of employees the amount of the appropriate remittance for financial institutions, annuities, long-term disability, and any other deductions approved by the District.

## **ARTICLE V - EMPLOYEE RIGHTS**

### **5.1 Appearances before the Employer**

An employee shall be entitled to have a Union representative or its agents present during any required appearances before the Board or its agents concerning any matter the employee reasonably believes could adversely affect the conditions of the employee's employment. The employee will be given reasonable written notice of the reason for such meeting or appearance and of the right to Union representation.

### **5.2 Just Cause**

Upon the completion of the probationary period, an employee may be disciplined or discharged only for just cause.

### **5.3 Probationary Period**

All employees covered by this Agreement shall be considered as probationary for the first twelve (12) months from date of hire. During the probationary period, an employee may be disciplined or discharged without the need to show just cause. During such period, employees shall be subject to all conditions and terms of this Agreement except that the employees shall not be eligible for vacation leave during the first six (6) months of employment and must work ninety (90) days to be eligible for sick leave benefits. Vacation eligibility,

seniority, and sick leave benefits shall relate back to the original date of hire upon the successful completion of the probationary period.

## **5.4 Seniority**

Seniority is the length of service with the District from the employee's initial date of continuous employment. If two or more employees have the same date of employment, then their respective seniority will be determined by lot.

Staff affected by a Reduction in Force will maintain seniority from initial date of continuous employment provided they accept recall to a position when offered by the District. Failure to do so will sever any claims to prior seniority within the Association.

Initial date of employment to determine seniority will be the date the Board of Trustees approve the hiring of the employee.

**5.4.1 Seniority List.** No later than September 30th of each year, the District will post seniority lists by job areas in each building and will provide copies to the Association. The lists will be maintained for each of the following job areas: custodial; secretary/clerical; bus driver; bus service; mechanic; bus aide, and paraprofessional.

**5.4.2 Seniority List Placement.** Each employee will be included on the appropriate seniority list according to his/her job area.

## **5.5 Reduction in Force**

**5.5.1 Conditions of Layoffs.** In the event the Board determines to reduce staff, employees will be laid off in the order of least seniority within job areas as identified in Article 5.4.1. Employees to be laid off will be given at least ten (10) working days' notice before the effective date of the layoff. If a layoff occurs during the summer recess, working days shall mean calendar days excluding Saturday and Sunday. In the case of Paraprofessionals, the District may retain a Paraprofessional with lesser seniority if that employee is the only employee in the job area with the essential qualification necessary for a remaining position.

### **5.5.2 Layoff Status and Recall**

- a. In the event a position in the job area becomes available it will be offered to those employees on layoff status in reverse order of layoff. The first to be recalled will be the most senior employee laid off from the job area in which the position is available.
- b. No new employee shall be employed by the Board while there are employees on layoff status within the affected category.
- c. Notice of recall will be made by certified mail to the employee's last known address. Failure to accept recall within twenty (20) calendar days of receipt of the notice will constitute forfeiture of further recall rights and layoff status benefits.
- d. Employees may be on layoff status for a period up to one (1) year after the effective date of layoff unless the employee: resigns; fails to accept recall to an offered position; waives recall rights in writing; or fails to report to work for a position that an employee has accepted.

## **ARTICLE VI - HOURS AND WORKING CONDITION**

### **6.1 Orientation**

All new employees will receive paid orientation of job related training by their direct supervisor.

### **6.2 In-service Training**

- a. Based on the needs and input of employees, paid in-service training will be provided on a minimum of four (4) paid Pupil Instruction Related (PIR) days/year. The District will determine which PIR days will be made available to the employees out of the possible seven (7) PIR days.

The District will provide a reasonable amount of in-service training to all bargaining unit members on a continuing basis. This training will be offered in addition to any training required by law. It will be job or career-related and will consider the requirements of the position.

- b. When scheduling training, the Transportation Director shall consider employee desires to attend training sessions at the annual state bus driver's convention. The District will maintain a written record of safety training presented to bus drivers for the purpose of facilitating compliance with bus driver training requirements established by the Montana Office of Public Instruction. Such written record will include documentation of dates, times, subject matter, and attendees.
- c. As determined by the transportation director, new bus drivers will receive additional in- service training prior to beginning regular route service. Training will include such matters as route acquaintance, basic bus handling, etc. All new drivers will attend the Advanced Driver Education training in Lewistown within one year of hire. If sufficient slots are not available, the District will provide alternative safety training until the drivers can attend the Advanced Driver Education training. All drivers, who have been employed with the District for five (5) years or more, will again attend the Advanced Driver Education training for a refresher course. The District will pay the cost of such established training and will also pay the employees their regular hourly rate for time spent in such training.
- d. For any training required by the District, or employee requested training approved by the employee's supervisor, the employee will be paid his/her regular hourly wage rate plus transportation costs and expenses related to the training including but not limited to: registration fees, room, and board per diem at state rate, etc.

### **6.3 Licenses**

The District will reimburse an employee for a license and/or registration fee paid by the employee to obtain or renew a boiler engineer's license, commercial driver's license, interpreter proficiency requirements (ARM 10.55.318) and/or speech-language pathology aide's registration, when such license or registration is a requirement for the employee to perform her/his job. In the case of a bus driver, the District's obligation to reimburse the employee is limited to only the difference between the employee's regular driver's license fee and her/his commercial driver's license fee.

The District will also reimburse a bus driver employee for an amount not to exceed the actual cost of obtaining a medical examination report as a school bus driver qualification required by MCA § 20-10-103. The District will conduct a basic first aid course for bus driver employees, annually at no cost to the employees. Other employees in the bargaining unit may also attend this basic first aid course at their

discretion. Should an employee decide to participate in this first aid course, the District shall pay the employee's standard hourly rate to attend the class to be certified or to be recertified (at the time of this contract that would require attendance once every two years). No overtime can be incurred unless pre-approval is given.

#### **6.4 Assignments and Transfers**

The Administration may make necessary assignments and transfers of employees. Said assignments and transfers shall be made after taking into account the appropriate qualifications, seniority, and desires of the employees to be transferred or reassigned. An affected employee shall, upon request, be granted a meeting with Administration to discuss the matter. Requests must be made within five (5) working days after notice of change in assignment or transfer. When reasonably possible the District shall give Assistants and Paraprofessionals notice of any change in their assignments and/or schedules for the next year at least thirty (30) days prior to the start of the school year. Failure by the District to provide such notice shall not prevent the District from making a change in assignments and/or schedules. When an employee is transferred or reassigned, whether voluntary or involuntary, to a job classification with a lower rate of pay, the employee will maintain years of service previously accumulated with the District when placed in the appropriate lane of the wage matrix.

#### **6.5 Temporary Reassignment**

When an employee is temporarily reassigned to another job classification different than his/her regular position for ten (10) or more consecutive working days, said employee will be paid the beginning wage of the re-assigned position, retroactive to the first re-assigned day, unless current wage is greater.

A regular custodian that is requested to work temporarily in the position of Head Custodian, will receive an additional \$1.00 per hour added to his/her regular rate for all time worked in the Head Custodian position after the first ten (10) working days.

#### **6.6 School Bus Activity Trip Driving**

Route Drivers primary duty will be to drive their assigned route. Activity Drivers primary duty will be to drive Activity Trips.

Except as noted below, Activity Trips will initially rotate through the Activity Drivers. Activity Drivers may accept or refuse any Activity Trip. When all Activity Drivers are assigned or unavailable, Activity Trips will rotate through the Route Drivers on a Route number basis. Activity trips will not be offered to a Route Driver if the trip interferes with a Route Drivers route time. When Activity Drivers and Route drivers are not available, an Activity Trip will be offered to a Substitute Driver. An Activity Trip is defined as any trip outside of a board approved school bus route.

Activity Trip Cancellation - If a situation where a Route Driver has been assigned an Activity Trip that is canceled, that Route Driver will be offered the next available unassigned Route Driver qualified Activity Trip.

The Transportation Director will maintain a log, available to all drivers, documenting Activity Trips that are assigned to Regular Route drivers.

If an Activity Trip request provides less than two (2) hours' notice prior to departure, the Transportation Director may assign the activity trip outside of normal rotation.

Drivers are to report thirty (30) minutes prior to scheduled departure for an Activity trip. If the trip is canceled within this thirty (30) minute period, the driver will be paid for a minimum of two (2) hours at his/her regular driving rate. Any time the scheduled start of a trip is delayed after the driver has reported in, the driver will be paid for that waiting time at the driving rate.

Activity Drivers — May be used to fill in on Routes when Route drivers are unavailable.

## **6.7 Vacancies**

The District shall post vacancies for positions that are subject to this Agreement, including newly created positions, in electronic form on the Polson School District Website. The District will consider internal applicants prior to posting the position externally.

The District may hire a temporary employee to fill a vacant position for up to thirty (30) work days while actively seeking a permanent employee for the position. During this period, the temporary employee will not be considered an employee for purposes of this Agreement.

During the summer recess, vacancy notices will be posted on the Polson School District Website. Preference over outside applicants shall be given to employees whose qualifications are substantially equal to those of the outside applicants.

Employees of the District who are hired into a new position will maintain previously accumulated years of service when being placed in the appropriate lane of the wage matrix.

## **6.8 Work Day and Breaks**

The District will assign hours of work, number of days of work, length of work, job responsibility, and/or duties. Except in cases of emergency, employees will receive not less than five (5) working days advance notice of any changes in their schedules that are intended to be ongoing.

Employees who work a minimum of four (4) consecutive hours shall be entitled to one (1) fifteen (15) minute paid rest break during the first four (4) hours of employment as directed by employer. Employees working six (6) or more hours shall be entitled to two (2) fifteen (15) minute paid breaks. Ordinarily, one break shall occur during the first three (3) hours and the second during the second three (3) hours. The employer may seek the employee's input prior to directing break times.

No employee shall be required to work more than four (4) consecutive hours without being allowed an unpaid meal break. No unpaid meal break shall be for less than ½ hour duty free. If the assigned meal break is less than ½ hour, duty free, the meal break time shall be paid. The employer may seek the employee's input prior to directing break times.

Disagreements over the scheduling of breaks, except as provided above, shall not be subject to the grievance procedure.

Employees who extend their regular shift at the request of the District shall be compensated for additional time worked.

An employee's work day includes paid travel time between buildings, if assigned to perform duties in more

than one building. An estimated travel time allowance will be predetermined by the District.

## **6.9 Employee Safety**

In the event of a threat, and subsequent search of school premises, the appropriate agency will be contacted to conduct the search. District employees will not be required to conduct such a search; However, nothing herein precludes them from voluntarily participating in the search.

## **6.10 Emergency or Inclement Weather Closing**

In the event school is closed due to inclement weather or other emergency, employees not required to report to work will have the opportunity to work their missed hours or attend trainings within the fiscal year the triggering event occurred. No overtime can be incurred unless pre-approval is given.

## **6.11 Labor Management Committee**

A Labor Management Committee will be established by mutual consent by both PCEA and the District. The District agrees to provide release time for committee members to attend meetings. The Labor Management Committee shall be tasked with reviewing/discussing labor issues faced by both the PCEA and District and any other issues deemed appropriate by the committee. Meetings of the committee will be held at the request of either party, and committee chairs must agree on all agenda items.

# **ARTICLE VII - LEAVE AND ABSENCES**

## **7.1 Sick Leave**

Pursuant to MCA §2-18-618, each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period. 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 working days that may be accumulated. Employees are not entitled to paid sick leave until they have been continuously employed ninety (90) days.

An employee may not accrue sick leave while in a leave-without-pay status.

Part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

## **7.2 Payment of Unused Sick Leave**

An employee who terminates employment 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 his/her employment.

An employee who receives a lump sum payment pursuant to this section and who is subsequently employed by the District may not be credited with any sick leave for which the employee has previously been compensated.

Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in this section. The building Administrator or designee will verify the timesheets.

### **7.3 Use of Sick Leave**

Sick leave may be used for employee absences due to illness, medical appointments, emergency medical situations, maternity or any purpose authorized under MCA §2-18-601 (16).

Sick leave may also be used for illness suffered by the employee's immediate family that justifies the employee's presence. The immediate family is defined as the employee's child, spouse, brother, sister, parent, grandchild or grandparent.

Employees using sick leave should enter their absence into the sub-finder system no later than one hour prior to the work shift. Absences not entered into the system at least one hour prior to the shift start time are to be called into the main office by telephone.

### **7.4 Sick Leave Bank**

An employee who has worked the required number of days to use sick leave shall have the right to donate, either in writing or by e-mail, days from his/her own accrued sick leave to a common sick leave bank for employees in this bargaining unit. A notice will be sent by the Association to all employees covered under this agreement when there is an opportunity to donate hours to a specific person who has requested a need for additional hours.

An employee who has worked the required number of days to use sick leave and has exhausted his/her own sick leave will be allowed to receive sick leave days from the bank for personal and/or family illness or disability.

Withdrawal requests must be made in writing to the Union president and District clerk.

No employee may receive more than twenty (20) days of donated sick leave from the bank in any school year unless that employee is granted additional days by the Union after submitting a petition to the Union, in writing, for such additional days. Each petition will be individually reviewed by the sick leave committee.

Donated sick leave days will be calculated according to the recipient's workday (i.e., hours per day).

While using the twenty (20) days of donated sick leave, the employee may not receive pay or compensation from any other plan in which the District participates, either in whole or part.

Definitions for this section in compliance with MCA §2-18-601 and 2-18-618 are listed below:

- a. Part-time employee means an employee who normally works less than forty (40) hours per week.
- b. Full-time employee means an employee who normally works forty (40) hours a week.
- c. Sick leave means a leave of absence with pay for a sickness suffered by an employee or his/her immediate family as described in Section 7.3.

### **7.5 Bereavement Leave**

Each employee is granted five (5) days non-cumulative paid leave per year for bereavement of the death of a member of the employee's immediate family. For purposes of this section, the immediate family is defined as the employee's child, spouse, brother, sister, parent, grandchild, or grandparent and includes a spouse's child, brother, sister, parent, grandchild, or grandparent.

In addition to the above, sick leave may also be used upon the death of a member of the immediate family of

the employee or the spouse's immediate family. In addition, up to two (2) sick leave days per year may also be used to attend funerals for other individuals with the immediate supervisor's approval.

## **7.6 Civic Leave**

### **7.6.1 Public Office Leave**

- a. Employees elected or appointed to a public office in a city, county, or state shall be granted leaves of absence, not to exceed one hundred, eighty (180) days per year, while they are performing public service. Employees must, upon complying with the requirements of subsection b, be restored to their positions, with the same seniority, status, compensation, hours, locality, and benefits as existed immediately prior to their leaves of absence for public service under this section
- b. Employees granted a leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified to by a licensed physician.

### **7.6.2 Jury Duty - Serve as Witness**

- a. Each 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 District business office. In return, the employee will be paid at his/her regular rate of pay for all time served under a proper summons. Juror fees shall be applied against the amount due the employee from his employer. However, if an employee elects to charge his/her juror time off against his annual leave, he/she shall not be required to remit his/her juror fees to his/her employer. In no instance is an employee required to remit to his/her employer any expense or mileage allowance paid him/her by the court
- b. 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 District business office. In return, the employee will be paid at his/her regular rate of pay for all time served under a proper summons. Witness fees shall be applied against the amount due the employee from the employer. However, if an employee elects to charge his/her witness time off against his/her annual leave, he/she shall not be required to remit his/her witness fees to the District. In no instance is an employee required to remit any expense or mileage allowances paid to him/her by the court.

### **7.6.3 Military Leave**

- a. Training Leave. An employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of six (6) months shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.
- b. Service Credit. A period of absence from employment occurring either during a war involving the United States or in any other national emergency and for ninety (90) days thereafter for one of the following reasons is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits:
  - 1. Having been ordered on active duty with the armed forces of the United States;

2. Voluntary service on active duty with the armed forces or on ships operated by or for the United States government; or
3. Direct assignment to the United States Department of Defense for duties related to national defense efforts if a leave of absence has been granted by the employer.

## **7.6 Short Term Unpaid Leave**

An employee with available paid annual leave will be allowed to use up to three (3) days of unpaid leave annually without first exhausting such paid leave.

## **7.7 Paid Holidays**

Employees shall receive the following paid holidays provided the day falls within the employee's work year:

|                |              |                  |
|----------------|--------------|------------------|
| New Year's Day | Labor Day    | Thanksgiving Day |
| Christmas Day  | Memorial Day | Independence Day |

If a holiday falls on a Saturday or Sunday, the employees will receive pay for those days at the regular rates.

The Friday following Thanksgiving will be considered a paid holiday as well as Christmas Eve and New Year's Eve per this section of the contract.

When two consecutive paid holidays fall on the same weekend (Saturday, Sunday), classified custodian employees will have the following option: Custodian employee may request the Friday and/or Monday off as the paid Holiday. The employee must obtain the approval of the Maintenance Director as well as their building's head custodian.

## **7.8 Annual Vacation Leave**

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.

Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.

An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

## **7.9 Rate Earned**

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:

| <b>Years of Employment</b> | <b>Working Days Credit</b> |
|----------------------------|----------------------------|
| 1 day through 10 years     | 15                         |
| 10 years through 15 years  | 18                         |

|                           |    |
|---------------------------|----|
| 15 years through 20 years | 21 |
| 20 years on               | 24 |

For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under MCA §2-18-611 must be credited with one (1) year of employment for each period of:

1. 2,080 hours of service following his date of employment under this section, an employee must be credited with eighty (80) hours of service for each bi-weekly pay period in which he/she is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period; or
2. Twelve (12) calendar months in which he/she was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any one month. An employee of a school district, a school at a state institution, or the university system must be credited with one (1) year of service if he is employed for an entire academic year.
3. State agencies, other than the university system and a school at a state institution, must use the method provided in MCA §2-18-612 subsection 2 (a) (i) to calculate years of service under this section

Pursuant to MCA §2-18-615, absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by employee.

The dates when an employee's annual vacation leave shall be granted shall be determined by agreement between the employee and his/her supervisor with regard to the best interest of the District as well as the best interest of the employee.

Employees who do not work during the summer recess may, at their option, receive payment for their unused vacation leave or accumulate it to the legal maximums.

For year round employees who have reached the legal maximum annual leave accrual, the District will buy the leave rather than have the employee lose it at the option of the employee.

#### **7.10 Accumulation of Leave**

Annual vacation leave may be accumulated to a total not to exceed two (2) 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 year in which the excess was accrued.

An employee who terminates 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.

#### **7.11 Association Leave**

Two (2) paid leave days per year will be allowed for PCEA's delegate(s) to attend the MFPE Annual Conference. Union members who are officers or designated representatives of the Association may take leave

without loss of pay for Union business not to exceed an additional three (3) days. The Association will reimburse the District for the cost of the substitute during this Union leave. The Union president or designee shall notify his/her immediate supervisor or designee as soon as possible as to the days to be taken. The District shall not make payment from District funds for traveling expenses or other expenses of any sort or kind related to Union activities.

## **ARTICLE VIII - COMPENSATION AND FRINGE BENEFITS**

### **8.1 Compensation/Wage Schedule**

Employees shall be paid in accordance with the wage schedule agreed upon by the Association and the Board of Trustees (Appendix A).

### **8.2 Overtime**

Except in emergency, any overtime work performed in excess of forty (40) hours per work week must have a supervisor's authorization first. Any authorized work performed in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) times the employee's regular hourly wage rate. For the purposes of determining overtime, a work week for the employees covered by this collective bargaining agreement shall start at 12:01 a.m. Sunday and shall continue for the next seven (7) days (24 hours x 7 days = 168 hours).

When overtime is authorized and required on Saturday and/or Sunday, overtime will be offered to qualified employees on a rotating seniority basis within job areas. Such overtime will be first offered to employees in the same building.

Employees who are called back after completing their normal shift shall be paid for a minimum of two (2) hours, subject to overtime if more than forty (40) hours are worked in the work week.

Any employee required to work on a holiday specified in Section 7.8 will receive his/her normal holiday pay. In addition, the employee will receive an additional normal hourly rate of pay, subject to overtime requirements, with a minimum of two (2) hours paid.

### **8.3 Mileage Allowance**

The District will reimburse an employee who utilizes her/his personal vehicle to perform District business when said employee is duly authorized for such vehicle use. Reimbursement will be made in the form of a mileage allowance calculated at rates and amounts specified in state law.

### **8.4 Health Insurance**

The District will participate in an employee group health insurance plan that makes health insurance coverage available to each employee. Each employee, at her/his sole discretion, may choose whether s/he will participate in the employee group health insurance plan. The District will contribute funds to the provider of the health insurance plan on behalf of each employee who elects to participate and who is regularly scheduled to work thirty (30) hours or more per week during the school year. The District will contribute funds monthly up to the following amounts for an employee who chooses to participate in the

following coverage plans:

### **District Monthly Contribution**

| <b>2022-2023</b>    | <b>Option 1 Premium</b> | <b>Option 2 Premium</b> | <b>Option 3 Premium</b> | <b>District Contribution</b> |
|---------------------|-------------------------|-------------------------|-------------------------|------------------------------|
| Single              | \$730                   | \$644                   | \$414                   | <b>\$414</b>                 |
| 2-Party             | \$1,460                 | \$1,288                 | \$828                   | <b>\$828</b>                 |
| Employee Child(ren) | \$1,205                 | \$1,063                 | \$683                   | <b>\$683</b>                 |
| Family              | \$1,971                 | \$1,739                 | \$1,118                 | <b>\$1,118</b>               |

The District will contribute funds, in the amount of \$200 per month, to the provider of the health insurance plan on behalf of each employee who elects to participate, who is regularly scheduled to work at least twenty (20), but less than thirty (30), hours per week, and who is accepted into the health insurance plan by the provider. If an employee chooses coverage that costs more than the District contribution, then the employee will be responsible for payment of the difference in the premium for such coverage.

If a newly hired employee commences work on or before the 15<sup>th</sup> day of the month, then the employee is eligible to receive the full amount of the District's contributions for that month. If a newly hired employee commences work on or after the 16<sup>th</sup> day of a month, then the employee is not eligible for the District's contribution that month, but becomes eligible the following month. An employee will remain eligible for the District's contributions so long as the employee is employed in a paid status. Except as may be required by law, an employee will no longer receive the District's insurance contribution while in unpaid leave status for a period in excess of ten (10) consecutive work days. The District will cease making its health insurance contributions for an employee upon termination of employment effective the employee's last working day. The insurance carrier will determine the starting and stopping date of insurance coverage.

The District's only obligation under this Article is to pay over to the insurance provider the appropriate premiums, contributions, and withholdings. The District is not the insurance provider and will not be liable for any claims, non-payment of claims, or failure to provide coverage.

The District is not obligated to contribute to any insurance offerings above the group health insurance benefit plans (currently by Blue Cross/Blue Shield). Any additional insurance, over and above the group health insurance plan, that a school district employee voluntarily chooses to enroll in will be the employees' obligation to purchase separately from the District offered group health insurance plan.

### **8.5 Retirement**

The District will participate in the Montana Public Employees Retirement System (PERS) and the Montana Teachers Retirement System (TRS) as appropriate. Any disagreement or dispute as to the amount of contributions, the application of rules, statutes, or benefits shall be the sole jurisdiction of the retirement system and the courts.

### **8.6 Insurance Committee**

Classified employees will be given two (2) representatives on the District health insurance committee.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **9.1 Definitions**

- a. A grievance is a claim by a Grievant that there has been a violation, misapplication, or misinterpretation of the terms of the Agreement.
- b. A Grievant is an employee, or group of employees, or the Association.
- c. Days shall mean calendar days, except for Saturday, Sunday, and state holidays.

### **9.2 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 and having the grievance adjusted at Step One without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this contract. A Grievant may choose to have an Association Representative present at all steps of the grievance procedure. The Grievant and his/her representative shall not suffer any loss of salary or benefits in respect of the grievance processing.

### **9.3 Procedure**

#### **9.3.1 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 immediately involved supervisor.

For grievances involving salary disputes or insurance contributions, the back pay or back contributions portion of any remedy shall be limited to 180 days prior to the date the grievance was filed.

The grievance shall be written on the appropriate grievance form (Appendix B) 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 seven (7) days after receipt of the grievance. The supervisor shall provide the Grievant and the Association with a written answer to the grievance within seven (7) days after the meeting.

#### **9.3.2 Step II – Superintendent**

If the Grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within seven (7) days after the meeting on the grievance, then the grievance, within seven (7) days, may be referred to the superintendent or the superintendent's designee. The superintendent shall arrange for a hearing with the Grievant to take place within seven (7) days after receipt of the appeal.

Upon conclusion of the hearing, the superintendent will have seven (7) days to provide the Grievant and the Association with a written decision.

#### **9.3.3 Step III - Board of Trustees**

If the Grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within seven (7) days after the hearing of the grievance, then the grievance within seven (7) days may be referred to the Board of Trustees. The Board Chair shall arrange for a hearing with the Grievant to take place at the next regularly scheduled or special meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the Grievant and the Association with a written decision.

#### **9.3.4 Step IV - Binding Arbitration**

If the Association is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period 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 twenty-one (21) days after it has received the decision at Step III. If any questions arise as to whether the issue is subject to arbitration, such questions will first be ruled upon by the arbitrator selected to hear the dispute.

After notice of submission to arbitration, the Association shall request in writing a list of no less than seven (7) qualified arbitrators from either the AAA or BOPA. Within fourteen (14) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator. If an arbitrator is selected from the list from the AAA, the School District and the Association can at that time decide to choose either the "expedited procedure" or the "ordinary vol. arbitration rules" of the AAA.

The arbitrator shall consider the grievance and render a decision within thirty (30) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decision shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Association and the School District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcript. If both parties request transcripts, they shall share equally the cost.

#### **9.4 Exceptions to Time Limits**

The time limits set forth in this Article may be changed by written agreement.

#### **9.5 No Reprisals**

No reprisals of any kind will be taken by the Board, the school administration, the Association or the employee against any person because of participation in this grievance procedure.

#### **9.6 Cooperation of Parties**

The Board, the administration, and the Association will cooperate with the other in its investigation of any grievance, and further will furnish the other such information as is requested for processing any grievance.

#### **9.7 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.

## **9.8 Election of Remedies and Waiver**

After a grievance has been submitted to arbitration, the Grievant and the exclusive representative waive any right to pursue against the District an action or complaint that seeks the same remedy. If a Grievant or the exclusive representative files a complaint or other action against the District, then arbitration seeking the same remedy may not be filed or pursued under this section.

## **9.9 Jurisdiction of the Arbitrator**

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator's decision will be based upon the provisions of this Agreement. This arbitration provision shall be for grievances only. There shall be no interest arbitration.

# **ARTICLE X - EMPLOYEE EVALUATION**

## **10.1 Evaluation**

The District may develop one or more evaluation instrument(s) for the employees in this bargaining unit. Except as provided in this Agreement, the evaluation and evaluation procedure shall be a matter of 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 evaluation instrument shall be substantiated by direct observation and/or investigation. The District shall provide a copy of an evaluation instrument to each employee affected by it prior to actual evaluation. The District may not implement changes to an evaluation instrument without first providing notice of the changes, and an opportunity to comment, to an affected employee. The merits of the evaluation, including but not limited to, any judgments or statements contained in any or all evaluation instruments of employees are not subject to the grievance procedure. The process of evaluation is subject to the grievance procedure.

## **10.2 Reports**

Two (2) copies of the evaluation report shall be prepared by the evaluator; one (1) copy to be provided the employee and one (1) copy signed by the employee to signify that the employee has seen and read the evaluation and report to be placed in the employee's personnel file. No such reports shall be maintained unless they are disclosed to the employee and included in said employee's personnel file.

## **10.3 Rebuttal**

After receiving an evaluation report, the employee may within ten (10) working days submit signed comments regarding the evaluation which shall be sent and attached to the report in that employee's personnel file. The rebuttal to the evaluation shall be considered part of the employee's personnel file.

## **10.4 Complaints**

Except as stated below, any complaint regarding an employee made by any person that is used in evaluating an employee shall be investigated and called to the attention of the employee and the employee shall be given an opportunity to respond to and/or rebut such complaint. No action will be taken on any complaint which is not substantiated.

## **10.5 Personnel File(s)**

An employee covered by this Agreement may review and, at the employee's expense, photo copy the contents of his/her personnel file. All records regarding an employee shall be maintained in a single personnel file.

At the employee's request, documents may be added to a file, including but not limited to certificates of courses completed. No materials shall be placed in the employee's personnel file without the employee's prior knowledge. No materials 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 (10) working days of receipt may not be used by the District in any disciplinary action. However, nothing in this contract shall prohibit the District from complying with its obligation to withhold information from the employee if so required by law.

## **ARTICLE XI - EFFECT OF AGREEMENT**

### **11.1 Changes in Agreement**

No change shall be made in any provision of this Agreement unless by mutual consent of the parties.

### **11.2 Savings Clause**

If any provision of this Agreement or any application thereof to any employees 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. At the request of either party, negotiations shall immediately begin in order to modify or replace the invalid provisions.

### **11.3 Production of Agreement**

Within thirty (30) days of ratification of the Agreement, the District will furnish the Association a copy of the ratified Agreement. The District and the Association will notify each other of the date upon which that party ratified the Agreement. A signed copy of the Agreement will be provided by the District to the Association within ten (10) working days after signature of the final agreement.

### **11.4 Effect of Agreement**

This Agreement constitutes complete agreement between the District and the Association. This Agreement supersedes any prior agreement, rules, or practices concerning the terms and conditions of employment in so far as they may be in conflict with this Agreement.

## **ARTICLE XII – DURATION**

### **12.1 Effective Period**

This Agreement shall become effective July 1, 2022 and shall continue in full force and effect through June 30, 2023.

## APPENDIX A

|            |            |                  | LANE I                                    | LANE II                              | LANE III                  |
|------------|------------|------------------|-------------------------------------------|--------------------------------------|---------------------------|
| \$14.25    | MULTIPLIER | Years of Service | Paraprofessional<br>Custodian<br>Bus Aide | Secretary/Clerical<br>Head Custodian | Bus Driver<br>Bus Service |
| BASE       | 1.00%      | 0                | \$14.25                                   | \$15.25                              | \$18.75                   |
| 1.00       |            | 1                | \$14.39                                   | \$15.40                              | \$18.94                   |
| Multiplier |            | 2                | \$14.54                                   | \$15.56                              | \$19.13                   |
|            |            | 3                | \$14.68                                   | \$15.71                              | \$19.32                   |
| Negotiated |            | 4                | \$14.83                                   | \$15.87                              | \$19.51                   |
| % Increase |            | 5                | \$14.98                                   | \$16.03                              | \$19.71                   |
|            | 1.25%      | 6                | \$15.16                                   | \$16.23                              | \$19.95                   |
|            |            | 7                | \$15.35                                   | \$16.43                              | \$20.20                   |
|            |            | 8                | \$15.55                                   | \$16.64                              | \$20.45                   |
|            |            | 9                | \$15.74                                   | \$16.84                              | \$20.71                   |
|            |            | 10               | \$15.94                                   | \$17.06                              | \$20.97                   |
|            | 1.50%      | 11               | \$16.18                                   | \$17.31                              | \$21.28                   |
|            |            | 12               | \$16.42                                   | \$17.57                              | \$21.60                   |
|            |            | 13               | \$16.66                                   | \$17.83                              | \$21.93                   |
|            |            | 14               | \$16.91                                   | \$18.10                              | \$22.26                   |
|            |            | 15               | \$17.17                                   | \$18.37                              | \$22.59                   |
|            | 1.75%      | 16               | \$17.47                                   | \$18.69                              | \$22.99                   |
|            |            | 17               | \$17.77                                   | \$19.02                              | \$23.39                   |
|            |            | 18               | \$18.09                                   | \$19.35                              | \$23.80                   |
|            |            | 19               | \$18.40                                   | \$19.69                              | \$24.21                   |
|            |            | 20               | \$18.72                                   | \$20.04                              | \$24.64                   |

### Placement Qualifiers:

-Placement Process: Classified Employees will be placed on the wage matrix per their years of service in the Polson School District or at the step that yields a minimum of a 3% increase over their current wage, whichever is higher.

-Classified Employees that have more than 20 years and/or have a current hourly wage that is higher than year 20 on the matrix in the Polson School District as of the 2022-2023 school year will retain their hourly wage plus 3% for the 2022-2023 school year and receive the negotiated percentage increase in future years.

## 12.2 Renewal and Reopening Agreement

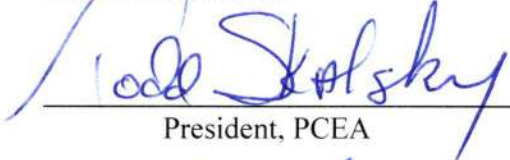
This Agreement will be automatically renewed and continue in effect from year to year unless either party gives notice to the other party between January 1 and March 1 of 2023 or the anniversary thereof of the party's desire to negotiate a new agreement.

This Agreement is signed this 18 day of May, 2022.

IN WITNESS THEREOF:

For Polson Classified Employees  
Association, MFPE

School District No. 23  
Lake County, Polson, MT

  
President, PCEA

  
Chairman, Board of Trustees

5/24/22  
Date

5/18/2022  
Date

  
Vice-President, PCEA

  
Clerk, Board of Trustees

5/24/22  
Date

5/19/22  
Date

**APPENDIX B**  
School District No. 23 Lake County  
Polson, Montana GRIEVANCE REPORT  
FORM

**INSTRUCTIONS:** Prepare four copies of this report. Send a copy to the Association, a copy to the Superintendent of Schools and retain a copy. Send the original to the first appropriate level of the grievance. This original will be the working document and is to be forwarded at each level and Level throughout the process. Aggrieved Person \_\_\_\_\_ Date filed \_\_\_\_\_

\_\_\_\_\_  
Building

Position held:

1. Date Grievance Occurred \_\_\_\_\_  
2. Statement of Grievance: \_\_\_\_\_

3. Action Requested or Relief Sought:

(Attach additional sheet if needed)

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

LEVEL I

1. Decision of the Principal or Immediate Supervisor

\_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Date

2. Aggrieved Person's Response:

\_\_\_\_\_ I accept the above decision

\_\_\_\_\_ I hereby refer the above decision to the next Level of the Grievance Procedure

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

The immediate supervisor will arrange for a meeting with the Grievant to take place within seven (7) days after receipt of the grievance. The supervisor shall provide the Grievant and the Association with a written answer to the grievance within seven (7) days after the meeting.

#### LEVEL II

1. Date Received by Superintendent or Designee: \_\_\_\_\_

2. Decision of Superintendent or Designee:

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

3. Grievant's Response

\_\_\_\_\_ I accept the above decision

\_\_\_\_\_ I hereby refer the above decision to the next Level of the Grievance Procedure

\_\_\_\_\_  
Signature of the Aggrieved

\_\_\_\_\_  
Date

If the Grievant or the Association is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within seven (7) days after the meeting on the grievance, then the grievance, within seven (7) days, may be referred to the superintendent or the superintendent's designee. The superintendent shall arrange for a hearing with the Grievant to take place within seven (7) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have seven (7) days to provide the Grievant and the Association with a written decision.

#### LEVEL III

1. Date submitted to the Board of Trustees: \_\_\_\_\_

2. Date heard by the Board of Trustees: \_\_\_\_\_

3. Action of the Board of Trustees:

4. Grievant's Response:

\_\_\_\_\_ I accept the above decision

\_\_\_\_\_ I hereby refer the above decision to the next Level of Grievance Procedure

\_\_\_\_\_  
Signature of the Aggrieved

\_\_\_\_\_  
Date

If the Grievant or the Association is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within seven (7) days after the hearing of the grievance, then the grievance within seven (7) days may be referred to the Board of Trustees. The Board Chair 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.

**LEVEL IV**

1. Date Submitted to Arbitration

2. Referred by Polson Classified Employees Association

\_\_\_\_\_  
Signature: Association

\_\_\_\_\_  
Date

Action of the Arbitrator:

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date

(A letter from the Arbitrator can be attached in place of the report of the Arbitrator in Level IV) The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty-one (21) days after it has received the decision at Step III. If any questions arise as to whether the issue is subject to arbitration, such questions will first be ruled upon by the arbitrator selected to hear the dispute.