

LABOR AGREEMENT

2021-2022

2022-2023

2023-2024

Browning Public Schools

School District No. 9, Browning, Montana

and

Browning Federation of Classified Employees

Local No. 4532, MFPE, NEA, AFT, AFL-CIO



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PREAMBLE

THIS AGREEMENT, made and entered into this _____ day of _____ by and between the Board of Trustees of School District No. 9, Browning, Montana, hereinafter referred to as the "Employer", and the Browning Federation of Classified Employees, Local No. 4532, MFPE, NEA, AFT, AFL-CIO acting by and through its duly qualified and acting officers and representatives, hereinafter called the "Federation". The foregoing document sets forth a complete agreement between the parties concerning terms and conditions of employment.

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Federation as the sole and exclusive bargaining agent for all bargaining unit members (hereinafter "Employees") excluding those defined by Section § 39-31-103 MCA, all teachers, supervisory, managerial, seasonal, and confidential employees designated by the Employer; "temporary" employees working less than ninety (90) workdays in a July 1-June 30 year; and all professionals defined by the Federal Labor Standards Act.

Section 2. When new job classifications are created which are not clearly exempt from coverage by the contract, the Employer agrees to meet with the Federation in order to determine if those positions should be included within the bargaining unit. If agreement is not possible, then the Board of Personnel Appeals shall be petitioned to conduct a unit clarification as specified in the Board's rules.

ARTICLE II - NON-DISCRIMINATION

Section 1. No member of the bargaining unit shall be disciplined or discriminated against as a result of Federation membership or participation in lawful Federation activities. No member of the bargaining unit will be discriminated against with respect to race, color, creed, national origin, age, or sex in violation of any law.

ARTICLE III - EMPLOYEE RIGHTS

Section 1. All newly hired employees shall serve a 90-working-day probationary period beginning from date of employment. During their probationary period employees may be dismissed at any time and for any reason the Employer, at its discretion, deems appropriate. The probationary period may be extended by the Employer in situations where problems have arisen during the initial probationary period. The maximum probationary extension may be up to sixty (60) workdays. In order to extend the probationary period, the Employer is required to submit written documentation to the employee, and if the employee wishes, to a Union Representative prior to the end of the regular probationary period. Newly hired employees shall be placed at the probationary step in the classified salary schedule that represents their job classification.

Section 2. Employees who have successfully completed their probationary period will not be discharged or disciplined without just cause.

Section 3. An employee pursuant to the United States Supreme Court's Weingarten decision shall be entitled to have present a representative of the Federation during any investigatory action by the Board or its agents which could possibly adversely affect his/her employment, salary, or benefits. Except for verbal warnings, an employee shall be given prior written notice of the reason for such a meeting or interview and shall be advised in advance of the right to representation.

Section 4. An employee may obtain one copy of any document in his/her personnel file once per year at no cost, as well as, one copy of any new materials that may have been added since the last request. An employee desiring that material which he/she feels is incorrect and should be removed from his/her personnel file shall have the right to appeal it through the grievance procedure. An employee has access to his/her file and may grant access to the Federation. Each personnel file shall have an access list in the front of the file that must be signed and dated by any person accessing the file.

Section 5. Disciplinary Communications:

- A. No material derogatory to an employee's conduct, service, character or personality shall be placed in files unless the employee has had the opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her dated signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content. Should the employee refuse to acknowledge that he/she has read such material by affixing his/her dated signature on the actual copy, the delivering person shall attach a statement setting forth his/her attempt to deliver. The material along with the deliverer's statement shall be filed.
- B. The employee shall have the right to rebut any derogatory material in writing, and such rebuttal must be submitted within 30 working days of the initiating document.
- C. Derogatory material shall be removed from a file after 3 years minimum or 2 years after last used in an employment decision if no further actions of a similar nature have been documented, or unless required by law to be retained.

Section 6. Evaluation:

- A. No later than the end of the applicable probationary period of employment, the probationary employee shall receive a written performance evaluation on a form prescribed by the Superintendent. If said employee is not evaluated by the end of the probationary period, the employee shall be considered to have successfully completed probation and thereby will be eligible to advance to step one (1) on the salary schedule.
- B. All employees shall, at the time of employment or at the beginning of the school year and prior to the evaluation, be provided with the name of their evaluative supervisor, with the evaluation instrument, and advised of the evaluation procedures.

- C. Whenever performance appraisals are prepared, a copy of the results of the evaluation shall be transmitted to the employee. The person doing the evaluation shall discuss the evaluation with the employee. If the employee desires to submit a written rebuttal to the performance appraisal, the statement shall be discussed with the evaluator and, if submitted within fifteen (15) working days of receipt, attached to the performance appraisal form in the personnel file. All performance appraisal forms shall have a statement that reads: "Signing of document acknowledges receipt only, not necessarily agreement." If the employee refuses to sign the document it may be considered grounds for insubordination and may result in discipline up to and including a recommendation for termination from employment.

Section 7. Within ten (10) working days of a written request, those employees who terminate their service will be furnished a letter verifying their job title and length of service.

Section 8. The Employer will maintain only one official personnel file for each employee, which shall be located in the District Administration Office building. Supervisor(s) may keep a working file. All information in the personnel file and working file may be used for disciplinary action and/or recommendations for termination, as well as, other matters described, but not limited to in Article IV, Management Rights.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. The Employer has the right to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

- A. Direct employees;
- B. Hire, promote, transfer, assign, and retain employees;
- C. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be ineffective or nonproductive;
- D. Maintain the efficiency of school district operations;
- E. Determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
- F. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- G. Establish the methods and processes by which work is performed and employees are evaluated.
- H. Drug testing shall be performed in the following situations:
 - 1) Pre-employment.

- 2) Reasonable suspicion for all employees.
- 3) Post-accident testing per MCA 39-2-205 through 39-2-211 and 39-2-304, for all employees.
- 4) Random Testing, as well as the other forms of testing listed above, for employee subject to DOT regulations.

The Employer retains all rights except those that are modified by the provisions of this Agreement.

ARTICLE V - FEDERATION RIGHTS

Section 1. Upon written request, the Employer shall make available copies of public information relevant and necessary to negotiations or the proper enforcement of this Agreement, if readily available and as soon as practicable, but no later than fifteen (15) working days. The Federation may be required to reimburse the Employer for reproduction of such documents to include 15 cents per page and time of individual(s) to gather and/or copy information.

Section 2. The internal business of the Federation shall normally be conducted by employees during their non-duty hours. However, selected and designated Federation officers or appointees shall be allowed a reasonable amount of unpaid time to investigate and process grievance and arbitration matters.

Section 3. The Federation's staff will be allowed to visit work areas during working hours provided that permission is received from the program/site supervisor, or Asst. Supt., or Superintendent and that the visit shall not unduly disrupt the workplace.

Section 4. When members of the bargaining unit are required by the Employer to participate in union related activities, such employees shall receive paid release time, not chargeable to the employee(s). For the purpose of negotiation meetings between Employer and Federation, the Employer may grant paid release time. However, the Employer has the right to refuse release time for those employees who the Employer believes are important to the functioning and efficient operation of the school district. This (Section 4) may not be grieved.

Section 5. Policy manuals adopted by the Employer shall be available for review by members of the bargaining unit and the federation.

Section 6. The Employer, upon written request of the Federation, shall present the Federation with a list of the names, position, and building assignment of all current employees covered by this Agreement.

Section 7. Federation representatives shall have the right to inspect an employee's personnel file with a specific notarized authorization in writing by the employee. Federation representatives may obtain a copy of a document related to a formal grievance provided specific notarized authorization in writing is obtained from the employee.

Section 8. The Federation shall have the right to utilize space on bulletin boards for posting non-political (political is federal, state and/or local public offices and/or ballot issues) notices and shall have access, subject to availability, to a meeting room on the Employer's premises for non-political purposes.

ARTICLE VI - PAYMENT OF DUES AND FEES

Section 1. FEDERATION MEMBERSHIP: No current or future employee shall be required to become a member of the Federation.

Section 2. AUTHORIZED DEDUCTIONS: Pursuant to Section 39-31-203 MCA (1995), upon written authorization from a member of the bargaining unit, the district shall deduct from the pay of that employee the monthly amount of dues as certified by the Federation and shall deliver the dues to the Federation. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a deduction to be made for a given month, the authorization form must be received by the School District no later than the 5th day of the month. In all cases the District will implement the dues and/or change within 30 days of written notice from the employee and/or Federation but not to stop deduction of dues and representation fees in violation of the remainder of Article VI.

Section 3. HOLD HARMLESS: The Federation will indemnify, defend and save 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 or representation fees provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

ARTICLE VII – MEET AND CONFER

Section 1. The Board and the Federation hereby agree to establish procedures wherein representatives of the two parties shall meet and confer toward the resolution of matters with respect to personnel policy, practices, and matters affecting working conditions. Upon agreement by both parties, the conclusion shall be put in writing and signed by representatives of the board and the Federation. Any agreement shall apply to all District bargaining unit members.

ARTICLE VIII – LABOR-MANAGEMENT RELATIONS COMMITTEE (LMRC)

Section 1. The Employer and the Federation agree to the establishment of a Labor-Management Relations Committee (LMRC). The purpose of this committee is to discuss items of concern to either party but is not intended to replace the collective bargaining process.

Section 2. Federation Officers and/or Federation Building Reps, and/or a Federation staff representative(s) may attend LMRC meetings. The Employer may designate whomever it wishes to attend.

Section 3. The committee shall meet at a mutually agreed time, place, and date.

Section 4. LMRC meetings shall normally be scheduled during non-working hours and shall normally be conducted monthly. LMRC meetings may be canceled by either party with proper written notice and in a timely manner.

ARTICLE IX - JOB ANNOUNCEMENTS

Section 1. Bargaining unit positions which are vacant will be simultaneously advertised internally and externally as soon as the employer determines to fill a position. A vacancy shall be defined as any bargaining unit opening or new position in the district that has not been filled by the reassignment of employees. Bargaining unit employees will be allowed to submit a new application for such positions. In considering current employees who apply for an advertised position, the Employer will consider the following criteria: skills, training, experience necessary to perform the work, seniority and the needs of the employer as determined by the Employer. If skills, ability, training and experience are relatively equal, seniority will be the determining factor. Nothing in this Article prevents the Employer from hiring outside the bargaining unit if the Employer determines that there are no bargaining unit employees with the necessary qualifications to perform the work or who meet the needs of the Employer. School employees are encouraged to apply. All qualified employees who, as determined by management, comply with the application requirements shall receive an interview provided they have had, within the past year, both a satisfactory or better evaluation and an unblemished disciplinary record. This “automatic” interview provision, however, does not limit the Employer from selecting other candidates, both in-house and outside, for interview.

Section 2. All bargaining unit positions to be filled will be advertised internally and externally for a minimum of five (5) working days.

Section 3. The Employer has the right to place a new employee on a step commensurate with the employee’s experience up to step five (5). New employees will start at the probationary step zero (0), and upon successful completion of the probationary period the employer may move the employee to a step no greater than step five (5) based on the employee’s previous related work experience.

ARTICLE X - SENIORITY & LAYOFF

Section 1. Employer seniority is the length of service with the Employer from the initial date of continuous employment. If there is a break in employment (the employee resigns and/or is terminated), the most recent date of continuous employment determines Employer seniority. Job Classification seniority is the initial date of continuous employment in a job classification. If two or more employees have the same date of employment and/or job classification, seniority will be determined by lot.

Section 2. Separate seniority lists will be maintained for each of the job classifications as per the classified employee placement schedule, page 18.

Section 3. Each employee will be included on the appropriate seniority list(s) according to his or her current position(s) with the Employer.

Section 4. The Employer will maintain a seniority list(s) of active employees and that list(s) will be available to the Federation within twenty (20) working days after written request from the Federation.

Section 5. The following is a breakdown of how employees will be affected by Employer seniority and Job Classification seniority and the purposes for which each category of seniority will be used:

A. *Seniority List*

Job Classification Seniority Applies to:

- 1) Layoff and Recall
- 2) Leave (Tie Breaker)

Job classifications used are incorporated in Article X, Section 2.

Section 6. It is understood employees considered for a new or vacant position must have the necessary skills, ability, and training to perform the work and meet the needs of the Employer, regardless of seniority.

Additional bus runs shall be made on the basis of seniority. (i.e.: garbage truck, swimming & library) This provision does not include extracurricular travel assignments.

Section 7. LAYOFFS: Layoffs are at the discretion of the Employer. When the Employer determines layoffs are necessary due to lack of work, lack of funds, or under conditions where continuation of such work would be inefficient or nonproductive, the following will apply:

- A. In the event a lay off is necessary, employees will be laid off in the order of least seniority within job areas. An employee scheduled for layoff in his/her current position may exercise seniority in another job classification, if he/she is on more than one seniority list. Except in emergency situations, employees will be given at least fifteen (15) working days' notice before the effective date of the layoff.
- B. Employees may be on layoff status for a period of up to one (1) year. While on layoff status, employees may continue to participate in the school insurance program at their own expense. In the event a position becomes available, it will be offered to those qualified employees on layoff status in the reverse order of layoff. Notice of recall will be by certified mail to the employee's last known address. Failure to accept recall in writing within five (5) working days of the receipt of the notice and reporting to work within fifteen (15) working days of the receipt of the notice will constitute forfeiture of further recall rights and layoff status benefits.
- C. Employees recalled following a lay off shall not lose any accrued district and/or job seniority. The employee earns no seniority while on layoff.

**ARTICLE XI -
PUBLIC EMPLOYEES AND TEACHERS' RETIREMENT SYSTEM**

Section 1. The Employer's existing policy of participating in the public employees' retirement system and/or teacher's retirement, whichever is applicable, shall continue. The parties further agree that any disagreement as to the PERS and/or TRS Rules and Regulations and/or Laws shall be ruled on by PERS and/or TRS and/or the court(s) as provided for in the law.

ARTICLE XII - SICK LEAVE BANK

Section 1. The Federation Sick Leave Bank (SLB) will be available to all bargaining unit members, regardless of Federation membership, who qualify for sick leave under Article XIII. The Federation will administer the SLB and will grant sick leave requests, which meet the requirements of the SLB. Employees wishing to donate days to the sick leave bank must provide a signed authorization to the payroll clerk. The Federation representatives responsible for the administration of the sick leave bank must authorize in writing the utilization of days from the bank for each individual approved by the committee. Under no circumstances may individual members solicit donations of sick leave days for the SLB.

ARTICLE XIII – PAID LEAVE TIME

Section 1. HOLIDAYS

A. Recognized holidays shall be the following:

New Year's Day.....	January 1
Memorial Day	Last Monday in May
Independence Day.....	July 4
Labor Day.....	First Monday in September
Thanksgiving Day.....	Fourth Thursday in November
Christmas Day.....	December 25th

The above listed holidays will be paid holidays provided the holiday falls on the employee's normally scheduled workday.

Additional Leave Days with Pay:

Thanksgiving Wednesday and Friday.....	Wednesday before and Friday after Thanksgiving Day
Spring Friday.....	Friday before Easter

B. When a classified employee is required by the Employer to work on a holiday listed above, he/she will be paid at a rate of 1 1/2 times plus holiday pay at his/her regular rate of pay or, at the employee's option, will be paid at the rate of 1 1/2 times his/her regular rate of pay and an alternate day off, to be taken at a time mutually agreeable to the employee and the Employer.

Section 2. SICK LEAVE

- A. Sick leave shall accrue and be administered per Montana Statute §2-18-618.
- B. In the event an employee on annual leave becomes ill, the employee shall be afforded the opportunity to change his/her annual leave status to sick leave status. In such a case, the employee shall notify the Employer of his/her request for a change in annual leave status to sick leave status within three (3) working days upon return to work and provide a physician's written statement verifying the employee's illness or injury.
- C. "Sick leave" means a leave of absence with pay for an illness or injury suffered by an employee or a member of his or her immediate family. Immediate family is defined as employee's spouse, any legal member of the employee's household, any parent, child, grandparent, grandchild, corresponding in-law or siblings. A physician's written verification is required for each sick leave used for family member illness or injury if three (3) or more days of sick leave are taken. Employees are required to submit a physician's written statement verifying the employee's illness or injury if three (3) or more days of sick leave are taken.

Sick leave may also be used for maternity related disability, dental, medical, and eye examination or treatment, or the funeral of an immediate family member. In order to be eligible for sick leave, an employee must notify his/her supervisor, or in the absence of the supervisor, the supervisor's secretary, in advance. Except in emergency situations, an employee shall notify his/her immediate supervisor by the start of the employee's workday that he/she will be absent due to illness or injury and forty-eight (48) hour notice in advance for medical, dental, and/or eye examination or treatment. In emergency situations, an employee whose absence requires a replacement shall notify his/her supervisor one hour before the beginning of his/her workday or shortly following the emergency event, if practicable, whichever is earlier. *If an employee does not notify his/her supervisor within the time limit set above, employee may be charged with insubordination and will be subject to appropriate level of discipline.*

- D. The employer may require a medical authorization for the employee to return to work following medical absence.
- E. Per Montana Statute § 2-18-618 (8): abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments.
- F. A report signed by a treating physician stating the employee is capable of returning to his/her job and is able to perform the duties as described in their job description or as assigned by their supervisor may be required by the Employer as conclusive evidence of the employee's ability to work or not to work.
- G. In the event an employee has exhausted all accrued sick leave, the employee may utilize accrued annual leave. The employee shall provide documentation from a physician of a medically certifiable illness or injury. Absence from employment by

reason of illness shall not be chargeable against unused annual leave credits unless approved by the employee.

Section 3. ANNUAL LEAVE

- A. The Employer will provide annual leave as required by State Law.
- B. DETERMINATION OF ANNUAL LEAVE DATES: The dates when employees' take annual leave shall be determined by agreement between each employee and the Employer with regard to the best interest of the Employer and its obligation to manage its work force efficiently and effectively.
 - 1) The employee shall submit a request for annual leave 48 hours in advance of taking leave.
 - 2) In the case of conflicting requests for annual leave dates, the request received on the earliest date shall have priority but, if submitted on the same date, then job seniority shall govern.
- C. Up to three (3) occurrences, not to exceed twenty-four (24) hours total, of accumulated annual leave may be used for personal emergencies for which other leave is not available. The employee's supervisor must be notified as soon as possible. Such leave shall be subject to supervisory request for verification of need based on the employee's work attendance record.
- D. USE OF ACCUMULATED LEAVE: Only the following employees qualify for this section: (1) employees with available leave; and (2) those not otherwise scheduled to work during the periods shown below (generally excludes 12-month employees). In all cases, employees with available annual leave may elect to apply this leave as described below. Employees who are scheduled to work other than an eight-hour day may only apply for regularly assigned hours. Said employees must apply, at least two (2) weeks prior to the first leave day being requested, to take annual leave under the conditions specified below for each period. Such leave will be charged against the employee's unused leave bank at the time the request is submitted limited, however, to the amount of unused leave available at that time. Said leave shall be paid lump sum and will not earn leave credits. Once the application is approved, it may not be revoked or changed by the employee.
 - 1) Pre-School Startup – Up to eight (8) days immediately prior to commencement of orientation for the new school year.
 - 2) Any and all other weekdays during the school year when school is not in session to the extent of hours not worked during those days as the result of such break or emergency closure of school. In the event of the latter, the election must be made on or before time sheets are due. In case of emergency closure, the election to use annual leave shall be automatic unless reversed by the employee prior to the next time sheet due date.

- E. Employees may elect to be paid their current daily rate for each 8-hour day of unused annual leave to which they are entitled at the end of each school year subject to the following:
- 1) The election must be in writing indicating the number of hours and submitted to the Finance Department not more than twenty (20) nor less than ten (10) workdays prior to the end of the employee's scheduled work year (end of school, June 30, etc.) for the next paycheck distribution. Such leave will be charged against the employee's unused leave bank at the time the request is submitted limited, however, to the amount of unused leave available at that time.
 - 2) Excess Annual Leave – Leave which exceeds statutory limits will be administered according to §2-18-617, MCA.
 - 3) In order to use the above two options, an employee must leave a minimum of 8 days for the upcoming year.

Section 4. Court/Jury Duty Pay

- A. Employee will notify the building administrators promptly upon receipt of a jury duty summons.
- B. In the event an employee serves on jury duty on a school duty day the bargaining unit member shall receive their salary. Court/Jury duty leave may not be charged against either sick leave or annual leave. If the employee receives any jury duty compensation from the court, such compensation shall be remitted to the district office within ten business days following receipt of such payment. The employee shall retain any expense or mileage allowance paid to him/her by the Court.
- C. Leave must be granted in any case in which an employee is legally bound to be absent from school duty. This applies specifically to court/jury orders. Request must be made in writing prior to absence. Leave may not be charged against either Sick Leave or Personal leave and will be documented under Court/Jury Duty leave.
- D. This leave shall not apply in the event that an employee is the appellant or defendant in a legal proceeding unless such legal proceeding is a result of, or involves school-related activities, so long as the employee is not suing the District or the District suing the employee.

ARTICLE XIV – FAMILY MEDICAL LEAVE (With and/or Without Pay)

Section 1. Family medical leave will run concurrently with other applicable leaves.

Section 2. The employee and employer must complete the paperwork as required by FMLA. Family Medical Leave must be approved in writing by the Human Resources Director.

ARTICLE XV – LEAVE USAGE INCENTIVE

Section 1. Twelve (12) month employees who do not use more than one (1) day of sick leave in the first six months of the year (June - November) and who do not take any leave without pay (except FMLA) will receive six hundred dollars (\$600.00) payable in December. Twelve (12) month employees who do not use more than one (1) day of sick leave in the second six months of the year (December - May) and who do not take any leave without pay (except FMLA), will receive six hundred dollars (\$600.00) payable at the last June payroll. Less than 12-month employees will receive a prorated amount based on months employed, i.e. 10-month would receive \$500.00 ($\$600 \times 10/12$) twice a year. Part-time would be further prorated based on hours normally worked to 40 hours per week. For example, a 9-month half time employee would be eligible for \$225.00 ($\$600 \times 9/12 \times 20/40$). A donation of two sick days to the SLB is exempt from this provision. During the six months in question, employees who have been suspended without pay shall not receive any incentive money. Probationary employee's incentive money will be prorated based on time worked.

ARTICLE XVI - LEAVE WITHOUT PAY

Section 1. The parties agree that the bargaining unit employees are employed to directly and/or indirectly provide educational opportunities to all children of the community, and that the fullest educational opportunity can only be accomplished if bargaining unit employees do not take leave without pay. The parties also note the amount of paid and unpaid leave provided for above.

Section 2. Approved leave without pay is time away from work with authorization from the employee's immediate supervisor or designee. The decision of the employee's immediate supervisor or designee to approve or not to approve is subject to the grievance procedure limited to the application of the three (3) items listed below (A-C). The Union does not condone or encourage leave without pay.

It is the absolute standard and policy of the School District to only approve leave without pay under the following catastrophic circumstances:

- A. Employee is in the hospital.
- B. Death in the Employee's immediate family as defined in Article XIII, Section 2, SICK LEAVE.
- C. Cataclysmic natural events that render travel or communication between the employee's residence and the employee's place of work impossible.

Section 3. Unapproved leave without pay is time away from work without authorization from the immediate supervisor or designee. Leave without pay will be considered insubordination and will be subject to discipline starting with a letter of reprimand.

Section 4. The employee earns no sick or annual leave while on leave without pay §2-18-611, §2-18-618(2), MCA.

ARTICLE XVII - PAY AND HOURS

Section 1. This salary schedule shall not be construed to continue beyond the duration of this Agreement and the employees shall have no right to either increment (step) or lane advancement after the expiration of this Agreement.

BROWNING CLASSIFIED SALARY SCHEDULE					
2021-2022					
\$1/cell increase					
Step	1	2	3	4	5
0	14.33	15.98	17.64	19.28	20.87
1	14.94	16.60	18.23	19.90	21.50
2	15.18	16.83	18.50	20.12	21.74
3	15.45	17.07	18.74	20.40	21.96
4	15.68	17.34	18.98	20.64	22.24
5	15.95	17.57	19.25	20.89	22.47
6	16.17	17.83	19.48	21.14	22.71
7	16.41	18.08	19.73	21.39	22.97
8	16.68	18.33	19.99	21.63	23.21
9	16.91	18.57	20.24	21.88	23.47
10	17.17	18.82	20.47	22.14	23.71
11	17.42	19.08	20.74	22.36	23.97
12	17.67	19.31	20.98	22.62	24.21
13	17.91	19.57	21.22	22.87	24.47
14	18.17	19.82	21.48	23.11	24.71
15	18.42	20.07	21.74	23.37	24.97
16	18.66	20.30	21.95	23.62	25.20
17	18.76	20.40	22.05	23.72	25.30
18	18.86	20.50	22.15	23.82	25.40
19	18.96	20.60	22.25	23.92	25.50
20	19.06	20.70	22.35	24.02	25.60
21	19.16	20.80	22.45	24.12	25.70
22	19.26	20.90	22.55	24.22	25.80
23	19.36	21.00	22.65	24.32	25.90
24	19.46	21.10	22.75	24.42	26.00
25	19.56	21.20	22.85	24.52	26.10
26	19.66	21.30	22.95	24.62	26.20
27	19.76	21.40	23.05	24.72	26.30
28	19.86	21.50	23.15	24.82	26.40
29	19.96	21.60	23.25	24.92	26.50
30	20.06	21.70	23.35	25.02	26.60
31	20.16	21.80	23.45	25.12	26.70
32	20.26	21.90	23.55	25.22	26.80

BROWNING CLASSIFIED SALARY SCHEDULE					
2022-2023					
.75¢ increase					
Step	1	2	3	4	5
0	15.08	16.73	18.39	20.03	21.62
1	15.69	17.35	18.98	20.65	22.25
2	15.93	17.58	19.25	20.87	22.49
3	16.20	17.82	19.49	21.15	22.71
4	16.43	18.09	19.73	21.39	22.99
5	16.70	18.32	20.00	21.64	23.22
6	16.92	18.58	20.23	21.89	23.46
7	17.16	18.83	20.48	22.14	23.72
8	17.43	19.08	20.74	22.38	23.96
9	17.66	19.32	20.99	22.63	24.22
10	17.92	19.57	21.22	22.89	24.46
11	18.17	19.83	21.49	23.11	24.72
12	18.42	20.06	21.73	23.37	24.96
13	18.66	20.32	21.97	23.62	25.22
14	18.92	20.57	22.23	23.86	25.46
15	19.17	20.82	22.49	24.12	25.72
16	19.41	21.05	22.70	24.37	25.95
17	19.51	21.15	22.80	24.47	26.05
18	19.61	21.25	22.90	24.57	26.15
19	19.71	21.35	23.00	24.67	26.25
20	19.81	21.45	23.10	24.77	26.35
21	19.91	21.55	23.20	24.87	26.45
22	20.01	21.65	23.30	24.97	26.55
23	20.11	21.75	23.40	25.07	26.65
24	20.21	21.85	23.50	25.17	26.75
25	20.31	21.95	23.60	25.27	26.85
26	20.41	22.05	23.70	25.37	26.95
27	20.51	22.15	23.80	25.47	27.05
28	20.61	22.25	23.90	25.57	27.15
29	20.71	22.35	24.00	25.67	27.25
30	20.81	22.45	24.10	25.77	27.35
31	20.91	22.55	24.20	25.87	27.45
32	21.01	22.65	24.30	25.97	27.55

BROWNING CLASSIFIED SALARY SCHEDULE					
2023-2024					
.77¢/hour increase					
Step	1	2	3	4	5
0	15.85	17.50	19.16	20.80	22.39
1	16.46	18.12	19.75	21.42	23.02
2	16.70	18.35	20.02	21.64	23.26
3	16.97	18.59	20.26	21.92	23.48
4	17.20	18.86	20.50	22.16	23.76
5	17.47	19.09	20.77	22.41	23.99
6	17.69	19.35	21.00	22.66	24.23
7	17.93	19.60	21.25	22.91	24.49
8	18.20	19.85	21.51	23.15	24.73
9	18.43	20.09	21.76	23.40	24.99
10	18.69	20.34	21.99	23.66	25.23
11	18.94	20.60	22.26	23.88	25.49
12	19.19	20.83	22.50	24.14	25.73
13	19.43	21.09	22.74	24.39	25.99
14	19.69	21.34	23.00	24.63	26.23
15	19.94	21.59	23.26	24.89	26.49
16	20.18	21.82	23.47	25.14	26.72
17	20.28	21.92	23.57	25.24	26.82
18	20.38	22.02	23.67	25.34	26.92
19	20.48	22.12	23.77	25.44	27.02
20	20.58	22.22	23.87	25.54	27.12
21	20.68	22.32	23.97	25.64	27.22
22	20.78	22.42	24.07	25.74	27.32
23	20.88	22.52	24.17	25.84	27.42
24	20.98	22.62	24.27	25.94	27.52
25	21.08	22.72	24.37	26.04	27.62
26	21.18	22.82	24.47	26.14	27.72
27	21.28	22.92	24.57	26.24	27.82
28	21.38	23.02	24.67	26.34	27.92
29	21.48	23.12	24.77	26.44	28.02
30	21.58	23.22	24.87	26.54	28.12
31	21.68	23.32	24.97	26.64	28.22
32	21.78	23.42	25.07	26.74	28.32

CLASSIFIED PLACEMENT SCHEDULE

The following District positions will be paid hourly according to the Lane shown:

Lane #1	Lane #2	Lane #3	Lane #4	Lane #5
Child Care Aide I			Maintenance, Skilled	Shop Foreman**
Cook, Assistant	Cook, Head		Mechanic	Accounting Clerk
	Custodian		Head School Secretary	Administrative Assistant
Personal Care Asst		Special Services Teacher Assistant*		Facilities Assistant
	Copy Operator	Bus Driver		
		Home School Coordinator/ Truant-Officer		
			Maintenance Assistant	
	Coordinator			
	Teacher Assistant*			
	Radio Operator			
	Receptionist/Secretary, Admin.			
		Secretary		
	Secretary, Assist. School			
	Tutor, HiSET			
	Warehouse Supply Clerk			
	Security Patrol Day			
	Child Care Aide II			
	Attendance Clerk			
	Night Security			

- * Employee's assignment to a position will be determined based on the posting of the initial position. Duties may overlap but placement governs.
- ** Defining criteria: (1) Shop Foreman as designated by Director of Transportation supervising shop operations and (2) is also a journeyman engine mechanic by experience and training.

Lane Changes: The following procedure to be followed for change of lanes:

- A. The employee will receive their step increase in their present lane, if applicable, (i.e., if the employee receives a lane change at the end of the year and the change will be effective July 1, then the step increase is applicable. If the employee receives a lane change after July 1, then the step is not applicable as they have received their step for July 1.)
- B. The new rate will then be incremented by 5%.
- C. The result will be rounded up to the closest step in the new lane.
- D. The new lane and resulting step is the placement.

Section 2. The following shall apply to employees who are “on the salary schedule”:

- A. No employee on Step 1 or higher shall receive more than one (1) step increase in any twelve-month period – July 1 through June 30.
- B. For 12-month employees, the employee must work at least 135 days at Step 1 or higher before July 1 to receive a step movement on July 1. For nine (9) month employees, the employee must work at least 100 days at Step 1 or higher before July 1 to receive a step movement on July 1. For this purpose, an employee who is transferred to a position at a lower pay rate will, for incrementing purposes, retain the number of days worked in the employee’s position that existed before the transfer.
- C. For the term of this Agreement, an employee is entitled to a step increase, within his/her classification, for each consecutive year of service with the Employer so long as the final performance evaluation of the previous year rates the employee: “Average”, “Good”, or “Superior”, or if said evaluation is not received by the Personnel Office five (5) working days prior to the end of the employees work year. The Superintendent shall establish the form, procedure, and timeline for the final work year evaluation.

Section 3. Alternative work schedules may be instituted at the discretion of the Employer.

Section 4. When an employee is directed by administration to deep clean a room due to a confirmed COVID or other communicable disease as directed by the local health board, they will receive double pay for time spent deep cleaning. * Retroactive to June 4, 2021

Section 5. Employees who are called into work outside of their designated shift shall be paid a minimum of two (2) hours pay at one and one-half times their regular rate of pay. It is understood this provision does not apply to hours worked as a continuation of a workday. Separate incidents requiring separate call-outs will be counted as one call-out if they occur within a four (4) hour period.

If the employee is called into work because the employee has failed to perform a task which is a regular part of the employee’s job assignment and/or it is a matter of safety or security which the employee has failed to perform, this provision shall not apply, and the employee shall be compensated at their regular pay rate for time worked.

Section 6. TEMPORARY PLACEMENT:

- A. If a bargaining unit member, is assigned by management to work temporarily in a higher classification position, the employee will receive after the eighth consecutive hour a 5% increase in salary.
- B. If a bargaining unit member is assigned by management to work temporarily in a position outside the bargaining unit (excluding a teaching position), the employee will receive a minimum of 5% increase in salary starting the first hour, provided the position being filled is at a higher rate of pay than the employee is receiving.
- C. An Assistant Cook, substituting for a Head Cook, will receive a 5% increase in salary starting the 1st consecutive hour unless such substitution is for less than two (2) consecutive hours.
- D. If an employee is directed by management to replace a teacher, the employee shall receive

an additional \$16.00 per day. This provision does not apply to short, intermittent replacements (single duration of less than one hour) but is intended for replacing a teacher who is absent. The term “short, intermittent” means a single continuous duration of less than one hour that may occur more than once during the day. Teacher assistants shall at all times be under the classroom supervision of a licensed teacher or administrator when acting as a teacher assistant and shall not be responsible for writing the teacher’s classroom lesson plans or for generating student assessment tests or measurements.

- E. **TRANSFER PLACEMENT:** As the result of transfer, an employee will be placed on the salary schedule and paid according to the following:

1) **Definitions:**

Voluntary transfer: A request for a transfer made by the employee.

Involuntary transfer: A transfer directed by management.

- 2) **TRANSFER PLACEMENT:** As the result of transfer, an employee will be placed on the salary schedule and paid according to the following:

- a. **Voluntary transfer** to lower lane classification - no previous experience in lower lane:

- The employee’s Lane will be reduced according to the new position

Example:

Current: Lane 3, Step 6, no prior experience at lower lane

Request: Lane 1 Rate of pay will be at the rate for Lane 1, Step 6.

- b. **Voluntary transfer** to a lower lane classification – with previous experience in the lower lane:

- The new step would be one step greater than their previous placement in a lower lane.

Example:

Current: Lane 3, step 6

Request: Lane 1

Previous experience in lower lane: Lane 1, step 10

New placement: Lane 1, step 11

- c. **Voluntary transfer** to a higher lane classification: the employee will be paid at the rate of the new lane classification.

- d. **Involuntary Transfer** – The employee’s lane will be changed according to the new position if the new lane is higher than the existing one. If the new position is in a lower lane, the employee will continue receiving compensation based on their step and lane at the time of their transfer, and all applicable steps thereafter for the duration of their career. Retroactive to July 1, 2020.

If this employee leaves the employment of Browning Public Schools, this provision no longer applies.

- e. **Effective Date** – The foregoing changes are effective upon date of transfer.

Section 7. A workday is inclusive of any rest breaks designated by the Employer. A workday shall be exclusive of lunch breaks and the Employer may designate when the lunch break is to take place. The Employer, at the Employer's sole discretion, may redesign (or combine) any and/or all jobs. A workweek for a full-time employee shall consist of forty (40) hours.

Section 8. Bargaining unit members may apply for coaching assignments.

Section 9. No full-time or regular part-time employees will be laid off and replaced by work-study, workfare, or J.T.P.A. program employees.

Section 10. ACTIVITY TRIP PAY SCHEDULE

A rotation list for activity trips will be developed based on seniority in the bargaining unit. The employer will start with the most senior driver and work through the list until a driver takes the job. The next trip will be offered to the driver below the person who took the last trip and so on. If a bus driver declines a trip they will have to wait until their name comes up again on the list.

Drivers assigned to activity trips will be paid their regular hourly rate for the hours actually driving the bus. Pay will be in accordance with state and federal laws.

Standby time will be paid at the statutory minimum wage rate. "Standby time" means time that begins at the activity or event when driving time stops and ends when driving time begins. It also includes time waiting for bus repairs and similar delays and overnight time allocated for sleep where the driver is relieved of duty, but on-call. "Driving time (or hours)" means time preparing the bus for the trip, driving the bus, and cleaning the bus following the end of the trip.

Section 11. Meals will be provided to bus drivers in the same way meals are provided for coaches/chaperones/students on the activity trip.

ARTICLE XVIII - OVERTIME

Section 1. Employees covered by this agreement shall be paid at a rate of one and one-half (1 1/2) times their regular rate of pay for hours worked in excess of forty (40) hours in a workweek. For the purpose of determining payment of overtime, the work week is the 168 (24 x 7) hour period which starts at 12:01 a.m. Sunday and ends the following Saturday at midnight. Overtime rate shall be calculated using the weighted average when applicable.

Section 2. It is understood scheduled time worked in excess of forty (40) hours in a workweek is voluntary on the part of the employee. In an emergency, work in excess of forty (40) hours can be required by the Employer.

Section 3. If job related travel time is scheduled by the Employer for other than the employee's forty (40) hour workweek, such travel time shall be compensated in accordance with the terms of this Article.

Section 4. Authorized holiday leave, sick leave, and annual leave shall not constitute time worked when computing overtime credits under this Article.

Section 5. Overtime as provided for in this Agreement shall not be pyramided under any circumstances.

Section 6. Extra-curricular and coaching assignments shall be separate and distinct from other parts of this contract. Compensation for these positions will be the minimum wage rate. When an employee is in a paid coaching position and needs to coach during regular working hours, except for tournaments approved by the district, the time missed from the regular job will be at no pay. The employee may elect to use annual leave in these circumstances when the immediate supervisor is in agreement. If the hours of training/traveling are considered work time by the FLSA, the employee will be paid their respective wages as provided for by this Agreement.

Section 7. IN-SERVICE FOR TEACHER ASSISTANTS (AIDE INSTRUCTIONAL): The teacher assistants attend with pay pre-PIR, PIR days, in-service and training only with the prior approval of their supervisor.

ARTICLE XIX - INSURANCE PLAN

Section 1. Health and Life Insurance Coverage

- A. For the duration of the contract, the Board agrees that under the shared-responsibility provision of the Affordable Care Act, each permanent, insurance participating employee whose assigned workweek is thirty (30) hours or more will contribute the shared-responsibility affordability percentage of 9.83%, or updated ACA % (as determined by the IRS), of the annual salary of lane one, step zero, on the salary schedule toward the total composite health insurance premium (see example below). This amount will be divided by the number of paychecks the employee receives and taken out of each check via payroll deduction. The Board agrees to pay the remaining amount of the composite insurance premium.

*For the 2021-2022 school year the *employee increase* will be \$5.12 per pay period for those with 26 pay periods and \$7.39 for those with 24 pay periods.

Should the Affordable Care Act be repealed or changed the parties agree to use the shared-responsibility percentage last published by the IRS until the expiration of this contract on June 30, 2024.

- B. The Employer will pay the above amounts and/or rate each month on a pro-rata basis for each insurance participating employee. "Pro-rata" means, as an example, the Employer will pay one-half of the district's contribution for one-half time insurance participating employees, etc. Each insurance participating employee agrees to pay any remaining composite rate premium cost of health insurance by way of payroll deduction.

For insurance non-participating employees, the District has no money obligations to the insurance non-participating employees, to the Union, to the Bargaining Unit, to the Insurance Plan, to the Insurance Program, and/or to the Insurance Company/Trust.

- C. The District shall notify all personnel who are no longer eligible for insurance coverage at District expense of their right to participate in the same plan. Notification shall be made as soon as possible.

It is understood the Employer's only obligation under this Article is to purchase insurance policies and pay the premium amounts as agreed to herein, and no claim shall

be made against the Employer as a result of denial of insurance benefits.

A Federation Insurance Committee may make recommendations to the Superintendent in writing regarding insurance issues.

ARTICLE XX - WELLNESS

Section 1. To encourage employees to participate in a wellness program, the Employer will do the following:

- A. The employer will pay up to \$40.00 per year for employees who are either members of the South Piegan diabetic class, or members of the Glenn Heavy Runner Memorial Swimming Pool, but not both.

ARTICLE XXI - GRIEVANCE PROCEDURE

Section 1. DEFINITION: A grievance is defined as an alleged violation of any of the express provisions of the Agreement. Either an individual bargaining unit member or the Federation may file a grievance. "Working (or Work) days", as used herein, means Monday through Friday of each week, excluding holidays, irrespective of whether or not the grievant is scheduled to work.

Section 2. RIGHTS TO REPRESENTATION: A Federation representative is entitled to be present at any formal step of this grievance procedure. The Employer is entitled to be represented by anyone designated by the Employer to do so. Grievances shall not be handled during working hours unless handling at another time would cause unreasonable delay in the process.

Section 3. INFORMAL PROCESS: With respect to each of the following steps, lack of response within the specified time shall constitute an automatic appeal to the next level.

Step One: In order to be valid, a grievance must be presented in writing on the attached form, Addendum A, within ten (10) calendar days of the event that gave rise to the grievance. If a member of the bargaining unit is unable to resolve the problem with their immediate supervisor, the employee will reduce the grievance to written form, indicating which Article and Section of the contract has been allegedly violated and what specific remedy is requested. This written grievance shall be presented to the employee's immediate supervisor for his/her consideration. After the grievance is presented, the immediate supervisor shall have ten (10) calendar days to respond in writing to the grievant. All reference to days in this Article refers to calendar days. If the grievance is of a repeat or recurring nature the remedy for the grievance and/or arbitration shall not be for more than 180 calendar days back from the day the grievance was filed.

Step Two: If within five calendar days of the receipt of the immediate supervisor's response at step one, the grievant is not satisfied with the response, the grievant may petition the Superintendent in writing advising that the grievant is moving the grievance to step two. The Superintendent shall have ten (10) calendar days after the date of the notice to set up a meeting with the grievant to discuss the matter. The Superintendent shall have ten (10) calendar days from the date of such meeting to respond in writing to the grievant.

Step Three: If the grievant is not satisfied with the response of the Superintendent at step two, he/she

shall have ten (10) calendar days from such written response to notify the Board (through the Superintendent) in writing of the desire to move the grievance to step three. After such written notification is received by the Board, the Board shall establish a time within thirty (30) calendar days to hear the grievance. The response by the Board will be provided the grievant within ten (10) calendar days from the date of the hearing.

Arbitration: If within ten (10) calendar days after the receipt of the Board's decision at step three, the grievance response by the Board is not acceptable to the Federation, the matter may be referred by the Federation to final and binding arbitration in the following manner:

- A. Within ten (10) calendar days of receipt of the Board's response at step three, the Federation will notify the Board (through the Superintendent) of its intent to submit the grievance to arbitration.
- B. If such notice is given, the parties will submit a request to the Montana Board of Personnel Appeals for a list of five (5) qualified arbitrators all of whom will be members of the American Association of Arbitrators and/or the Federal Mediation and Conciliation Service.
- C. Within ten (10) calendar days of receipt of such list, the grievant and the District will alternately strike names from the list. The name remaining shall be the arbitrator. The arbitrator selected will conduct a hearing on a date mutually acceptable to the parties.
- D. The parties shall equally pay the expenses and charges of the arbitrator. The parties shall each pay their own costs for presenting their respective cases. The parties may be represented during the arbitration process by representatives of their choice.
- E. The arbitrator shall have no authority to modify, add to, or subtract from the terms of this agreement. This arbitration provision is for grievance arbitration only and there shall be no interest arbitration. The arbitrator shall be limited to consideration of violations of the specific provisions of this Agreement.
- F. **TIME LIMITATIONS AND WAIVER:** Grievances must be filed in advance in accordance with the time limitations contained herein. If the time limitations are not complied with, the right to pursue the grievance further is immediately waived. Time limits of a stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- G. **ELECTION OF REMEDIES AND WAIVER:** If any suit, complaint, or action is filed before any court, agency or any other tribunal, the subject matter of which could constitute a grievance under the terms of this Agreement, the right to file a grievance or to pursue it further, if such grievance is already pending in the grievance procedure, shall be immediately waived.
- H. Unless directed differently by the Arbitrator, all grievance materials and documents shall be kept in a secure file separate from the employee's personnel file.

ARTICLE XXII - NO STRIKE, NO LOCKOUT

Section 1. The Employer and the Federation agree that all differences between them shall be resolved by the orderly procedures provided herein, or shall remain unresolved in the event of inability to agree in good faith, and that the school programs shall not be interrupted by the Federation or the employees and they will not participate in, encourage, or support any interruption of service in whole or in part from the full, faithful and proper performance of the employee's duties. It is further agreed, the Employer will not participate in an employee lockout.

ARTICLE XXIII - NEGOTIATIONS

Section 1. Inauguration of Negotiations

- A. Either the Employer or the Federation may inaugurate negotiations by giving notice to the other on or before January 31 of each contract year. Said notice shall be deemed to have been given when given in writing and delivered by certified mail or hand delivered from the Superintendent to the Federation President or from the Federation President to the Superintendent. Should neither party give notice by the above date, the Collective Bargaining Agreement will be extended for a period of one year.

ARTICLE XXIV- TERM OF AGREEMENT

Section 1. This Agreement shall become effective July 1, 2021, through June 30, 2024. Unless stated differently in this document, retroactive pay of salary only will be paid to all employees of the bargaining unit who were employed the day the Union approved the new CBA.

Section 2. CHANGES IN AGREEMENT: For the term of this agreement no change shall be made in any provision of this agreement unless it is done by mutual written consent of the parties.

Section 3. SEVERABILITY: In the event any provisions of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, 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. Either party may initiate negotiations on the provision declared invalid.

Section 4. SCOPE OF AGREEMENT: This Agreement constitutes the entire agreement between the parties and no verbal statements or past practices shall supersede any of its provisions. 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 provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

IN WITNESS WHEREOF we, the interested parties, have set our hand and seal this _____ day of _____, _____.

**BROWNING FEDERATION OF
CLASSIFIED EMPLOYEES**

**BROWNING PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 9,
GLACIER COUNTY**

President

Chair, Board of Trustees

ATTEST:

BFCE Negotiations Team

District Clerk

BFCE Negotiations Team

BFCE Negotiations Team

ADDENDUM A

Formal Grievance Presentation (Step One)

TO BE COMPLETED BY THE EMPLOYEE/GRIEVANT

Employee's Name: _____

Building: _____ Appropriate Administrator: _____

Date of alleged grievance: _____

Unit Representative at Step 1: _____

Describe in detail the situation which initiated the grievance:

What articles of the Labor Agreement are allegedly violated:

Requested remedy:

Date

Signature of Employee

Acknowledge Receipt of Grievance on (date):

Signature of Appropriate Administrator:
