

COLLECTIVE BARGAINING AGREEMENT

Between

BOZEMAN SCHOOL DISTRICT No. 7

And

BOZEMAN CLASSIFIED EMPLOYEES ASSOCIATION /
MONTANA PUBLIC EMPLOYEES ASSOCIATION

2007-2010

TABLE OF CONTENTS

Preamble.....	2
Article 1. Recognition.....	2
Article 2. Definition of Terms.....	2
Article 3. Non-Discrimination.....	3
Article 4. Management Rights.....	3
Article 5. Association Rights.....	3
Article 6. Association Security.....	4
Article 7. Classification and Pay.....	5
Article 8. Work Provisions and Overtime for Custodians.....	6
Article 9. Work Day & Temporary Assignments.....	8
Article 10. Overtime.....	8
Article 11. Insurance.....	9
Article 12. Holidays.....	10
Article 13. Leaves.....	11
Sick Leave.....	11
Vacation.....	13
Bereavement.....	15
Personal Leaves.....	16
Leaves of Absence.....	16
Article 14. Staff Development.....	17
Article 15. Job Security.....	17
Article 16. Seniority and Layoff.....	18
Article 17. Vacancies and Promotions.....	19
Article 18. Ratings and Warnings.....	20
Article 19. Notifications.....	21
Article 20. Grievance and Arbitration.....	21
Article 21. No Strike/No Lockout.....	23
Article 22. Severability.....	23
Article 23. Duration/Reopener.....	23
Article 24. Labor/Management Committee.....	24
Article 25. Administration of the Agreement.....	24
Article 26. Complete Agreement/Compensation Contingency.....	24
Appendix A. Wage Schedules.....	26
Appendix B. Grievance Form.....	27
Appendix C. Transfer Request Form.....	29

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Contract is made and entered into this 1st day of July, 2007, by and between the Bozeman Classified Employees' Association (B.C.E.A.) of the Montana Public Employees Association, Inc. (MPEA), hereinafter referred to as the Association and Bozeman School District No. 7, hereinafter referred to as the Employer. Wages presented in Appendix A are effective July 1, 2007 and insurance payments presented in Article 11 are effective September 1, 2007.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Association as the sole and exclusive representative of all employees within the bargaining unit. This Agreement applies to a specific bargaining unit of classified employees generally described as inclusive of secretarial, clerical, aides, food service workers, head custodians, and custodians as certified by the Board of Personnel Appeals, except that Overflow and ESL aides that are hired to directly assist classroom teachers where student counts exceed district standards, crosswalk guards, noon/lunch aides, playground aides and short-term employees that are hired to work not more than 90 days in a continuous 12-month period are specifically and expressly not included in the definition of this bargaining unit. In addition, the following are excluded from the unit: Human Resources Technician, Secretary to the Assistant Superintendent, Secretary to the Superintendent, Software Specialist, Secretary to the Director of Special Services, Program Coordinator of Special Services.

ARTICLE 2 – DEFINITION OF TERMS

1. “Employer”, as referred to in this Agreement means Bozeman School District No. 7; also referred to as “District.”
2. “Association”, as referred to in this Agreement, means Bozeman Classified Employees Association or BCEA and the Montana Public Employees Association or MPEA.
3. “Days”, when used in this contract, mean calendar days unless otherwise specified.
4. “Permanent part-time employee” means an employee who normally works less than 40 hours a week, but 20 hours or more a week.
5. “Permanent full-time employee” means an employee who normally works 40 hours a week.
6. “Exempt Employee” is any employee in a position classified as executive, administrative or professional, as such terms are defined in the Fair Labor Standards Act.
7. “Non-Exempt or Covered Employee” is any employee in a position not classified as executive, administrative or professional; as such terms are defined in the Fair Labor Standards Act.

8. "Seasonal position" is any permanent position, but which is interrupted by the seasonal nature of the position.
9. "Temporary position" means a position created for a definite, though temporary, period of time not to exceed 9 months.

ARTICLE 3 – NON-DISCRIMINATION

Section 1. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest requires full utilization of the employees' skills and abilities without regard to race, color, creed, national origin, age or sex.

Section 2. In compliance with U.S. Department of Civil Rights, the following stipulation serves as notice to the employees of the District:

"Bozeman Public Schools District No. 7 is an equal opportunity institution. It is the policy of the District not to discriminate in its educational programs and activities, or in employment on the basis of race, color, national origin, age, sex, handicapping status, veteran status or religion."

Inquiries regarding any of these matters may be referred to the District's Title IX/Section 504 Coordinator. Employees will be notified at least annually by announcement posted in all schools as to the person and address/telephone who has been designated Coordinator. Complaints relating to this Article should go through the Employer's Equal Employment Opportunity policies and procedures and not this contract's grievance procedure.

ARTICLE 4 – MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Trustees which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 5 – ASSOCIATION RIGHTS

Section 1. In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. The Association may use the District inter-school mail delivery service, email, telephones and employee mailboxes for internal Bozeman Classified Employees Association/MPEA business. Email must comply with the District's Telecommunications policy and procedures, No. 8422 and 8422P.

Section 3. A written list of the accredited officers and representatives of MPEA and the BCEA shall be furnished to the Director of Human Resources immediately after their election and the Employer shall be notified of any changes of said representatives within 7 calendar days.

Section 4. The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however, that selected and designated Association officers or appointees shall be allowed a reasonable amount of paid time to investigate and process grievances, including arbitration matters. In addition to the time to investigate and process grievances and negotiate, the association shall have ten (10) days of association leave.

Section 5. The Association's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with the Employer and shall not unduly disrupt work in progress.

Section 6. In each building, the Association may utilize space on bulletin boards for employee notices.

Section 7. Accredited BCEA staff shall, with the written approval of the employee, have the right to inspect an employee's personnel file.

Section 8. The Association shall be allowed to use the Employer's facilities for Association meetings contingent upon availability and management approval. The Association shall be liable for any damages as a result of such use.

Section 9. The Association shall have the right to use computers, typewriters, duplicating equipment, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise in use. The use of equipment shall be in accordance with procedures to be determined by the District.

Section 10. The Association shall not use School District equipment or facilities to produce, post, or disseminate derogatory or inflammatory information concerning the Employer.

ARTICLE 6 – ASSOCIATION SECURITY

Section 1. Pursuant to 39-31-203, M.C.A.:

“Upon written authorization of any public employee within a bargaining unit, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative.”

The Employer agrees, upon receipt of a written authorization from the employee, to deduct from the pay of the employee the monthly amount of dues as certified by the exclusive representative and shall deliver such sums to the Association's Executive Director. Such authorization will be processed by the Employer and will be deducted during the next payroll period. The Employer's sole obligation is to deduct and turn over the proper funds, and the Association indemnifies, hold harmless and shall defend the Employer and its employees from any suit alleging the misuse of this procedure, including court costs and attorney fees.

Section 2. The District will provide the Unit President with an advance copy of the board agenda, which shall include the names of all newly hired or terminated bargaining unit members. The district will provide newly hired bargaining unit members with a copy of the collective bargaining agreement and Association membership information, provided to the District by the Association.

Section 3. Representation fee: Under the terms stated in the individual assignment form, the district will deduct from the salaries of each employee who does not become a member of the Association, the Association's representation fee as a contribution to the costs of Association representation.

The following language shall be presented on the individual assignment form:

I understand that I may join the MPEA/BCEA by complying with the Association's requirements. If I do not join, I instruct the District to deduct from my salary the Association's representation fee and to pay it over to the Association under the terms of the collective bargaining agreement, unless I deliver to the district Human Resources office a written and signed notice clearly stating that I decline to pay the representation fee. Such notice must be delivered to the district Human Resources office not later than September 10 or within 15 calendar days of employment.

The district shall notify the Association president when it receives a notice by an employee that he or she has declined to pay the representative fee.

ARTICLE 7 – CLASSIFICATION AND PAY

Section 1. Pay Schedules are contained in Addendum A (the 2009-2010 schedule will be based upon the CPI (Kansas City December index) plus 1% including steps) and by this reference made a part hereof as though fully set forth herein. The attached salary schedules shall not be construed to continue beyond the duration of this Agreement, and nothing in this Agreement shall be construed to entitle any employee covered by this Agreement to steps, longevity increases, or classification changes after the expiration of this Agreement. Senior principal secretaries shall receive a stipend of 20 cents per hour above base pay

Section 2. New employees in Grade B will begin on Step 1 until the first July after completion of probation. New employees of all other grades will begin at 90% of Step 1. Upon satisfactory completion of the probationary period, they will be moved to Step 1 until the first of July after completion of probation. Employees will advance one step each July 1 thereafter. Initial placement of new employees may be up to Step 5 for years of applicable experience as recommended by the Director of Human Resources to the Board of Trustees. Sign Language Interpreters will be hired at Grade I Step 11.

Section 3. An employee occupying a position of secretary, clerical, aide or food service worker may request reclassification of that position and grade level. Employee requests for reclassification may be made at any time. Grade changes, if approved, will normally become effective July 1, subsequent to the decision. It is understood that the classification review committee for these purposes shall include a bargaining unit officer.

Section 4. Severance Compensation:

Subsection 1. If a classified employee resigns from duties after having performed those duties in this District for not less than ten years he/she shall be paid a severance stipend. This stipend shall be considered as part of the salary of the final year of service, but shall be paid after termination has become a fact. The amount of stipend shall be determined by allowing \$65.00 for each full school year or major fraction of school year during which the resigning employee has been employed in the schools of this District.

Subsection 2. Exceptions: Any employee having more than 24 years of District credited experience shall be entitled to \$80.00 per year actual District service, provided, however, that in no case shall the stipend amount to more than \$2,400.00.

Subsection 3. The employee may forfeit his/her right, under this rule at the discretion of the Board through failure to complete the year of service called for by the latest contract signed except in cases of extenuating circumstances as may be determined administratively.

ARTICLE 8 – WORK PROVISIONS AND OVERTIME FOR CUSTODIANS

Section 1. Shift Differential: It is expressly understood that contracted employees covered by this Agreement whose shift continues beyond 9:00 p.m. shall be paid a 5.0% shift differential (of the employee's hourly base wage) for each hour worked beyond 4:00 p.m. This provision shall not apply to any other employee in this group, or to other groups. This differential will apply to all hours in paid work status to the extent that the scheduled shift qualifies.

Section 2. Standard & Split Workweek: The standard workweek of 40 hours shall be five consecutive workdays followed by two days off. The split workweek shall be four consecutive workdays followed by one day off, one workday and a second day off. If a split workweek schedule is used in any building, then that schedule must affect at least four employees who rotate the one split week and the remaining standard weeks with the other employees.

Section 3. Work Scheduling: Whenever possible, employee work assignments shall be arranged to preclude work in excess of forty hours per workweek. Changes to the workweek schedule may not be made unless the changes is intended to be permanent, not evasive of overtime requirements, and ten days notice is given to the employee. For temporary, emergency or other compelling reasons, advance notice is not required and a \$5.00 shift differential will be paid.

Section 4. Authority to Approve Overtime or Flex Time Earned: Employees shall obtain approval from the Supervisor of Operations and Maintenance, in advance when possible, for permission to work in excess of forty hours per workweek.

Section 5. Overtime: The offer of overtime shall be rotated among the custodians of a building on an equal basis whenever the skills of the custodian match the skills required for the overtime work.

Subsection 1. Non-Exempt employees may be allowed to take time off within the same workweek to maintain a forty-hour week. However, no employee shall be required to accept time off during the same workweek in lieu of overtime payments. The employee must concur with management's allowance to take such time off.

Subsection 2. An employee shall be paid at a rate of 1½ times the regular rate of pay for all authorized time he/she works in excess of 40 hours per week.

- A. Employees shall be given as much notice as is practical of overtime to be worked.
- B. Any employee may be required to work overtime in an emergency involving the public health and safety.
- C. An employee shall not be required to work overtime if doing so would result in substantial inconvenience or financial expenses to the employee or his/her family.

Section 6. Authorized holiday leave, sick leave, and annual leave shall constitute time worked when computing overtime credits under this Article.

Subsection 1. To be compensable, hours worked in excess of 40 in a workweek must be reported and approved on a time and attendance form. All such hours worked are to be approved and reported.

Subsection 2. Overtime must be paid even though it may be in fractional hours. The fractional increment may be rounded off provided that over a period of time this does not result in the failure to compensate the employee for the entire time actually worked.

Section 7. Call Back: Minimum pay for call back is two hours.

Section 8. Training: Time required or approved by the employer to be spent attending lectures, meetings or training is considered working time for purposes of calculating overtime.

Section 9. Custodian Stipends. The following stipends shall be paid Head Custodians:

- | | | | |
|----|-----------------------|-------------|----------------------------|
| A. | High School/District: | \$1.45/hour | \$251.00/month approximate |
| B. | Middle School/Wilson: | \$1.25/hour | \$217.00/month approximate |
| C. | Elementary Schools: | \$1.20/hour | \$208.00/month approximate |

The Head Custodian stipend is compensation for duties in addition to those paid for by the regular salary including the following:

- A. Maintaining a current and valid boiler's license.
- B. Supervising all other custodians in the building, setting their work areas and work hours, and evaluating their performance.
- C. Maintaining a flexible daily schedule.
- D. Early morning snow removal when necessary.

- E. Daily boiler safety checks when the boilers are operational.
- F. Minor maintenance.

The following stipends shall be paid custodians as listed:

- A. \$0.09 center per hour (approximately \$15.00 per month) to all custodians except the Head Custodian for possession of a valid boiler's license.
- B. \$45.00 per month to all custodians authorized by the Director of Facilities to use their private vehicle for school work (reported as compensation); or the current IRS-approved rate per mile logged and submitted on district claim form (and approved by the Director of Facilities).
- C. \$15.00 per month for any custodian working a split workweek schedule. The \$15.00 applies to any month or part of a month on a split workweek schedule.

ARTICLE 9 – WORK DAY AND TEMPORARY ASSIGNMENTS

Section 1. Length of Work Day: The length of a classified workday is governed by the number of hours for which the employee is scheduled. A “Full-time” employee shall be considered to be an eight-hour per day, 40 hours per week employee. The workday is exclusive of lunch but inclusive of breaks, except for Food Service employees whose workday is inclusive of both lunch and breaks. The Employer shall establish the duty day.

Section 2. Breaks: A daily morning and afternoon rest period of fifteen minutes shall be available to all full-time employees covered by this Agreement. Hourly personnel may take one fifteen-minute rest period for each four hours that are worked in a day. Breaks will normally be taken approximately in mid-morning and mid-afternoon and should be scheduled in accordance with the flow of work and with the approval of the employee's supervisor. Breaks shall not be used to shorten the workday or extend the lunch period.

Section 3. Temporary Assignments:

Subsection 1. If an employee is selected to temporarily fill a position in a higher graded job the employee shall be paid one-half the difference between the current grade and the higher graded job for each hour worked, except that it shall be expressly understood that this premium shall not apply to any overtime hours. It is understood that this applies to secretaries, aides, and food service. (Custodians are covered under Section 8, and the past practice of stipends shall continue.)

Subsection 2. If a food service employee is selected to temporarily fill a higher classified job for three continuous shifts or more, the employee shall be paid at the higher classified pay rate for each hour worked.

ARTICLE 10 – OVERTIME

Section 1. Rate: An employee covered hereby shall be paid at a rate of 1½ times the regular rate of pay for all authorized time he/she works over 40 hours per week.

Section 2. Authorized holiday leave, sick leave, and annual leave shall constitute time worked when computing overtime credits under this Article. The District shall not approve vacation leave, which results in a total of more than 40 hours in a pay status for any workweek.

ARTICLE 11 – INSURANCE

Section 1. Insurance Coverage: The employer contribution for the insurance coverage’s provided under this Article will go into effect September 1 of each contract year. Insurance shall become effective on the first day of the month following employment. All insurance coverage under this Article shall remain in force during the life of this Agreement and until the effective date of a ratified successor Agreement. To be eligible for any of the insurance programs outlined in this Article, an employee must work an average of at least 20 hours per week during that portion of the year for which the employee is scheduled.

Section 2. Health Insurance: The Employer shall pay up to the following amounts per month for the monthly health insurance premium per full-time participating member and family (prorated for part-time eligible employees):

TYPE OF COVERAGE	2007-08
Employee Only	\$ 380.00
Employee and Spouse	\$ 537.00
Employee and Children	\$ 470.00
Employee and Family	\$ 616.00

If the average price tags for each Category (Employee Only, Employee & Spouse, Employee & Children or Employee & Family) for all three Plan Options (Basic, Medium and High) for the 2008-09 and 2009-10 plan years increase, the district and employees will share the first 20% of any such average price tag increase 50%/50%. If the average price tags increase by more than 20% in any given year either party may request that this section 11.2 of this Negotiated Agreement be reopened and renegotiated.

It is the intent of the parties to keep the district’s maximum contribution to health insurance benefits the same for each Category (Employee Only, Employee & Spouse, Employee & Children or Employee & Family) regardless of the Plan Option (Basic, Medium and High) chosen. Therefore, for 2008-09 and 2009-10 the district’s 50% share will be added to the previous year’s district contribution.

The portion of the premium not contributed by the Employer shall be paid by the employee through payroll deductions. Any new employee who has completed a six-month probationary period by June 30 is eligible to receive the District portion of health insurance premiums for the months of July and August. Upon termination of an employee, all Employer participation and contributions shall cease, effective on the last day of the month, inclusive of terminations during the summer months.

Section 3. Dental Insurance: The District shall provide a Dental Insurance Plan for a full-time employee and family. The District agrees to pay up to \$25.00 of the monthly premium (prorated for part-time employees). The portion of the premium not contributed by the District shall be borne by the employee and paid by payroll deductions. Upon termination of employment, all District participation and contributions shall cease, effective on the last day of the month.

Section 4. Life Insurance: The Employer agrees to provide individual life insurance coverage as follows: \$20,000 worth of term life insurance coverage for each employee who is at least half-time (20 hours per week).

Section 5. Sole Obligation: The District's sole obligation under the Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the District as a result of a denial of insurance coverage.

ARTICLE 12 – HOLIDAYS

Section 1. The following days that occur on a regular classified workday will be paid holidays for those employees defined as full-time permanent or probationary full-time personnel. Seasonal full-time, seasonal probationary full-time and permanent part-time personnel shall be eligible for those paid holidays occurring during the term of their assigned work year.

- July 4
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day and one other workday during Christmas break which is pre-approved by the Superintendent.
- New Year's Day
- President's Day
- Memorial Day

In cases where one of the above holidays falls on Sunday, the following Monday shall be a holiday. In those cases where one of the above holidays falls on Saturday, the preceding Friday shall be a holiday. The above holidays may be exchanged for a different day as reflected in the calendar adopted by the Board of Trustees.

Section 2. In the case of less than full-time employment, the amount of holiday pay shall be calculated by determining the average daily FTE expressed in hours per day. This number of hours shall then be paid for each authorized holiday under this Agreement.

Section 3. When an employee is required by the Employer to work on a holiday, the employee will be paid for regular holiday hours plus 1½ times his/her regular rate of pay for actual hours worked. The Employer and the employee may by mutual agreement select an alternate day off as a paid holiday in which case the employee will be paid his/her regular rate of pay for actual hours worked on the recognized holiday.

Section 4. In the event that the holidays listed above are scheduled as school days and as scheduled workdays with the students present, the employees covered by this Agreement will be paid at their regular rates of pay.

ARTICLE 13 – LEAVES

Section 1. Definition: Employee’s immediate family: An employee’s immediate family is defined as spouse and any relation living in the employee’s household, or any parent, child, brother, sister, grandparent, grandchild, or corresponding in-law.

Section 2. Sick Leave: Classified employees earn sick leave credits at the rate of twelve working days for each year of service for full-time employees as provided in 2-18-618, MCA, and these twelve days are prorated for part-time employees. Each classified employee shall be informed of the rate at which sick leave credits will accumulate per month (or per hour), which accumulation is understood to be .0462 per hour in paid status. The payroll office will refine this data by keeping records per hour worked.

Subsection 1. An employee must be continuously employed in the District for a qualifying period of ninety calendar days to be eligible to use sick leave.

Subsection 2. Conditions for use of Sick Leave. An employee may use sick leave credits for personal illness, quarantine, communicable disease, injury, disability (including pregnancy, miscarriage, childbirth and recovery there from), adoption as prescribed below, medical appointments; or for the necessary care of or attendance to a spouse or one’s minor child in terms of legal guardianship for the above reasons. Three days shall be granted for the attendance to an immediate family member other than spouse or child as stated above. Additional days may be granted at the discretion of the District. Discretionary leave will not be granted until all other paid leave has been used. Where sick leave is used for other than spouse or minor child, the person must be under or require the immediate care of a licensed physician.

Subsection 3. An employee shall not be required to complete a Request for Approval of Absence (contractual leave) in those cases where sick leave is of a personal nature, but shall be required to notify the principal or other supervisor of the leave status so that an appropriate entry can be entered into the automated absence system. An employee shall submit a Request for Approval of Absence (contractual leave) for any sick leave incurred on behalf of an immediate family member as defined above.

Subsection 4. Maternity Leave is understood to include only continuous absence immediately prior to delivery, absence for delivery and/or absence for post-delivery care. The length of the leave of absence, including the date on which the employee shall commence and the date on which the employee shall resume duties is to be determined by a physician. The employee shall advise the District in advance of the respective starting and ending dates of any maternity or other disability leave where the leave is

anticipated, and if unanticipated the employee shall provide the expected ending date of the maternity or disability leave as soon as possible.

Subsection 5. Leave Without Pay arising out of any disability, including pregnancy, miscarriage, childbirth and recovery there from, and adoption, shall commence only after sick leave and all other leave has been exhausted.

Subsection 6. Sick Leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, he/she must utilize his/her accrued paid leave. (Note: The parties agree that paid leave includes the second personal leave day). If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay for the duration of the illness or until credible evidence indicates that the employee will not be able to return to work in the foreseeable future.

Subsection 7. In the event that an employee on vacation leave becomes ill, the employee shall be afforded the right to change his/her vacation leave status to sick leave status and to utilize available sick leave credits upon furnishing Employer a revised leave form and an acceptable medical certification, if required.

Subsection 8. The Employer may require a doctor's certificate to substantiate sick leave usage from an employee in the bargaining unit who has been absent on sick leave for more than three days, or in any instance where the Employer has good reason to suspect sick leave abuse.

Subsection 9. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 10. Sick Leave Accrual During Leaves of Absence. Sick leave does not accrue during any leave of absence without pay.

Subsection 11. Sick Leave Bank: Upon initiation of the sick leave bank, each employee of the bargaining unit will contribute one month's accumulated sick leave based on the employee's FTE as of September first to establish the sick leave bank. At the beginning of each year in which the bank has fallen below thirty days, each employee will contribute another month's accumulated sick leave based on the employee's FTE. The number of days contributed to the employee shall not exceed twenty days based upon the employee's FTE in any contract year. To be eligible for sick leave withdrawal, the following criteria must be met:

1. The employee must have exhausted his/her own accumulated sick leave, vacation and paid personal leave.
2. The employee or his/her representative must complete an application and submit it to the Human Resources office for consideration.
3. An advisory committee including the President of BCEA, the Supervisor of the Employee and the Director of Human Resources will advise the

Superintendent relative to use of days from the sick leave bank. The committee will not consider any application where the employee is not under the continuing care of a physician (this program is intended for extremely serious catastrophic illnesses/injuries). The employee shall not have habitually abused the sick leave benefit in the past.

The number of days contributed to the employee shall not exceed twenty days based upon the employee's FTE in any contract year. Sick leave bank withdrawals terminate when Workers' Compensation coverage begins or at the end of the contract year whichever comes first. Each year an employee uses the sick leave bank he/she must pay back the number of sick bank days used to a maximum of ten days. These days (pay back days) will accumulate each time the bank is used and will be paid back at the rate of two days per year until borrowed days have been repaid. If an employee separates from the district before the full repayment of these sick days, the remaining unrepaid days will be deducted from that employee's accumulated sick leave days and restored to the bank insofar as such days are available.

Subsection 13. Lump Sum Payment Upon Termination. An employee who terminates his/her employment with the District is entitled to a lump sum payment equal to one-fourth of the pay attributed to his/her accumulated sick leave. This pay shall be computed on the basis of the employee's salary or hourly wage at the time of termination.

Section 3. Vacation (Annual Leave): All classified employees serving in the Bozeman Public Schools in positions categorized as full-time (12-month employment), seasonal full-time (employees generally of nine or more months per year but less than twelve months per year), or permanent part-time employees (employees hired for less than forty hours per week, but of a duration generally of nine months per year) are eligible to earn vacation leave credits in accordance with 2-18-611 MCA, and 2-18-612 MCA. In accordance with 2-18-611(5) MCA, temporary employees are excluded from earning annual vacation leave, except that a temporary employee who is subsequently hired into a permanent position within this District without a break in service, and temporary employees who are employed continuously longer than nine months, shall receive retroactive vacation leave credits for the preceding continuous period of temporary employment.

Subsection 1. An employee must be continuously employed in the District for a qualifying period of six calendar months to be eligible to use annual vacation leave.

Subsection 2. Annual vacation leave credits accrue from the first day of employment, except as provided for employees in temporary positions. Leave credits may not be advanced nor may leave be taken retroactively.

Subsection 3. A seasonal employee's accrued vacation leave credits may be carried over to the next season. The employee may request a lump sum payment at the end of each season.

Subsection 4. A person simultaneously employed in two or more classified positions within the District will accrue vacation leave credits in each position according to the number of hours worked. However, a person may not work more than forty hours a week nor accumulate annual vacation leave in a prorated amount that would exceed that amount available to a forty hour-per-week employee.

Subsection 5. Hours in a pay status period at the regular rate will be used to calculate leave accrual. Vacation leave credits will not accrue for those hours exceeding forty hours in a workweek that are paid as overtime hours or are recorded as compensatory time hours. A full-time District employee shall not earn less than nor more than the full-time annual leave accrual rate as provided in 2-18-611(4), MCA.

Subsection 6. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

Subsection 7. As provided in 2-18-612, MCA, “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.”

RATE EARNED SCHEDULE		
Years of Employment	Work Days Credit Per Year	Credits Per Hour Worked
1 day through 10 years	15	0.0577
11 years through 15 years	18	0.0692
16 years through 20 years	21	0.0808
21 years and on	24	0.0923

Subsection 8. Maximum Accrual of Vacation Leave. In accordance with 2-18-617(1) MCA, all full-time and part-time employees serving in permanent or seasonal positions may accumulate two times the total number of annual leave credits they are eligible to earn per year, according to the Rate Earned Schedule.

Subsection 9. Rate of Salary Compensation. An employee on authorized vacation will be entitled to the employee’s normal gross salary as computed on the employee’s normal contracted hourly wage.

Subsection 10. Vacation Leave Requests. The dates when employee’s annual leave shall be granted shall be determined by mutual agreement between each employee and the District.

Subsection 11. Request for Leave. An employee of the District requesting vacation shall complete a “Request for Leave” form in advance, and shall submit that form to his/her

designated supervisor who shall review and approve or disapprove, and forward if approved to the Human Resources office or the next administrative level as indicated on the form. The District shall not approve vacation leave, which results in a total of more than 40 hours in a pay status for any workweek. Also, in no case may the number of hours of vacation leave taken exceed the number of hours the employee is regularly scheduled to work.

Subsection 12. Vacation Leave Records. An employee's vacation leave credits earned and vacation leave credits used shall be recorded by the personnel/payroll control system. Approval is made on the "Request for Leave" form, and this form is reconciled to the time sheet. Adjustments to an employee's accrual and used total are then made. Records shall be kept on the basis of each hour worked. A monthly report of vacation credits will be made to each employee as part of the payroll information sheet.

Subsection 13. Absence Due to Illness. As provided in 2-18-615, MCA, "Absence from employment by reason of illness shall not be chargeable against unused vacation leave credit unless approved by the employee."

Subsection 14. Lump-Sum Payment Upon Termination. As provided in 2-18-617(2), MCA, "An employee who terminates his/her employment for reason not reflecting discredit on himself/herself shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying periods set forth in 2-18-611, MCA." An employee retiring or terminating who is in qualified status and who has accumulated vacation leave shall receive current gross hourly salary for each hour of accumulated vacation leave. The value of unused vacation leave is computed based upon the employee's salary rate (hourly wage) at the time of termination. The Employer shall not pay accumulated leaves to employees who have not worked the qualifying period.

Section 4. Bereavement Leave: Bereavement Leave provides a leave of absence with pay for death or funeral arrangements and attendance for the employee's immediate family as defined in Section 1 or for others as defined below.

Subsection 1. Ten days per year at full salary will be allowed each employee for death in the employee's immediate family as defined in Section 1.

Subsection 2. Where sick leave, vacation or leave without pay has been approved for attendance to a critically or terminally ill member of the employee's immediate family as defined in Section 1, and death ensues within 120 days, the District may upon the written request of the employee, grant up to but not more than five days of Bereavement Leave in lieu of the sick leave, vacation leave, or leave without pay approved previously, provided however that no more than five days of Bereavement Leave are taken in the immediate aftermath of the immediate family member's death.

Subsection 3. Three days per year at full salary may be allowed for death of the employee's relative or close friend not listed in the definition of employee's immediate family.

Subsection 4. Additional time, if requested by the employee, may be deducted from accumulated sick leave.

Subsection 5. This leave is not cumulative.

Section 5. Personal Leaves: Two days of Personal Leave per year will be provided to each employee. If less than six months remain in the fiscal year when an employee is appointed, only one day shall be provided, and in the event that less than three months remain in the fiscal year, this provision shall not apply to a new employee for the balance of the fiscal year.

Subsection 1. Personal leave shall not be used to extend a school district holiday or vacation period, nor is personal leave intended to be a vacation day

Subsection 2. In the case of emergencies generated in conjunction with a scheduled school district vacation or holiday, which precludes the return of a staff member, application for Personal Leave may be made on return.

Subsection 3. Unused personal leave will be credited as accumulated sick leave at the end of each year.

Subsection 4. Personal Leave is not cumulative.

Section 6. Leaves Of Absence: A Leave of Absence shall be defined as leave without pay or insurance benefits except that an employee on approved Leave of Absence without pay may elect to continue group benefits provided all costs are absorbed by the employee and are paid on a monthly basis in advance. An employee who has worked in the Bozeman Public Schools for a minimum period of five consecutive years and who has been elected or contracted for the ensuing year is eligible to apply for a formal Leave of Absence. A Leave of Absence is discretionary on the District's part, but may be granted to eligible employees for such reasons as disability leave (extended personal or family illness), parental leave (for the purpose of caring for a newborn child or a newly-adopted child), extended travel, fulfillment of duties in an elected political office, professional development, and military or alternative service such as Peace or Vista Corps, or for other purposes recommended by the Superintendent and approved by the Board of Trustees.

Subsection 1. A reasonable effort will be made, if an extended leave is granted, to return the employee to the same or a comparable position upon return. An employee on extended leave shall be allowed to carry over his/her accumulated vacation and sick leave. In addition, an employee's service time for calculating seniority and placement on the salary schedule will not be lost.

Subsection 2. Individuals on Leave Without Pay status will accrue none of the following: vacation leave, sick leave, seniority or experience on the salary schedule.

Subsection 3. The Superintendent may waive particular requirements enumerated above in individual cases where discretionary leaves are requested, and may recommend approval of such leaves to the Board. Such recommendations will be on the basis of individual needs and shall not constitute a precedent under any collective bargaining agreement.

Subsection 4. Leaves of Absence shall be for the duration of one fiscal year (or one 12-month period as approved by the Superintendent) in the general case or at the Employer's discretion, for periods of time less than one year in duration. A governing determination for the granting of any leave of absence (other than parental or disability leave) shall be the District's determination of the potential disruption or lack of continuity resulting from the two transition periods (employee going on leave and employee returning from leave).

ARTICLE 14 – STAFF DEVELOPMENT

Section 1. Individual Staff Development Proposals: An individual member of the unit who is desirous of improving his/her skills in any job-related function may submit a request to the Director of Human Resources for partial reimbursement of tuition or training costs. Approval of any such requests shall be entirely discretionary on the part of the Director of Human Resources. A request should minimally include the duration of the training, title of the training, location of the training, cost of the training and reason for the training.

Section 2. Staff Development Days: The Employer shall provide, as part of a continuous program for the professional development of each employee in the unit, certain prescribed opportunities as described. The effect of this provision is that each person of the unit is eligible for workshops or in-service training that may be provided by the district.

Subsection 1. In-district workshops shall be designed through the cooperative efforts of the Bozeman Classified Employees Association and District leadership. In particular, the design of such workshops shall be the responsibility of the President of BCEA or her/his designee and the Director of Human Resources or such other designee as may be appointed by the Superintendent. It is agreed that:

- A. In-district workshops shall be designed in such a way that they shall focus on needs of the Bozeman Public Schools while allowing opportunities for cross-training and skills improvement of classified employees.
- B. Such workshops shall be flexibly scheduled so as to preclude taking all critical classified personnel from a building at one time.
- C. An attempt may be made to individualize workshops or in-service opportunities, where practical, to meet the differing needs of classified employees.

ARTICLE 15 – JOB SECURITY

Section 1. Probationary Period:

Subsection 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the separation of any employee whose performance does not, in the judgment of the Employer, meet the required standard of performance. The

probationary period shall be six months. If an employee is promoted, transferred, or otherwise placed into a new position before the initial six-month probation period is over, a six month probationary period is in effect for the new position, not to exceed twelve months total employment in the district.

Subsection 2. An employee who is awarded promotions shall serve a trial period, beginning the first day of service in the new position and continuing for sixty calendar days. The employee, at the discretion of the District, may within this trial period be directed to return to the former position at the appropriate rate of pay for that position.

Subsection 3. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the Employer may separate the employee upon written notice.

Section 2. Just Cause: The Employer may discharge any employee with permanent status for just cause. In any event, the Employer shall furnish a permanent non-probationary employee subject to discharge or suspension a statement of the grounds and specific reason(s) for such actions upon request.

Section 3. Appeal: An employee with permanent status may appeal his or her dismissal through the grievance procedure, which, if exercised, shall be the employee's exclusive arena of review and remedy.

ARTICLE 16 – SENIORITY AND LAYOFF

Section 1. Seniority means the length of continuous service with the Employer since the last date of hire. An employee serving his/her initial probationary period shall not be allowed to use accumulated seniority until such an employee finishes his/her probationary period.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay, or after a permanent transfer out of the bargaining unit. Previously credited service, however, will not be lost to an employee who is recalled or transfers back into the bargaining unit within a period of up to eighteen months.

Section 3. Roster: A seniority list by category will be posted in each building with three copies supplied to the Association President on or before January 10 of each year. The Association shall have 30 calendar days from the date the copies were mailed or personally delivered, to inform and attempt to resolve with the District any allegedly incorrect information, after which the seniority lists shall be deemed correct from the point of posting forward and for subsequent years unless an employee grieves the information. Grievance time limits shall begin to run at the expiration of the 30-calendar day consultation period.

Section 4. Order: If the District elects to reduce staff, the order of reduction shall be in order of seniority within each category; i.e., the employee last hired shall be the first released unless the more senior employee does not have the skills and abilities to perform a less senior employee's responsibilities at the time of layoff. Employees who are scheduled to be released shall be given at least thirty calendar days notice. For this purpose, categories will be:

- Less than 12-month employees not classified as Aides,
- All 12-month employees
- All Aides recognized within this Unit
- Custodians, Van Driver, Bus Drivers and Mail Delivery
- Food Services

In the event that job classifications being reduced are held by more senior employees, a process of bumping may be followed in accordance with the following guidelines:

- A. Employees whose jobs are being reduced or eliminated may be assigned to other positions where the hours and duties are similar or comparable before a vacancy is declared. Failure to accept such reassignment will be considered a resignation.
- B. Job Classifications where personnel have been selected to work one-on-one with a specific student in Special Education or where special skills or abilities are required (e.g., Music, Library, Infant Care) may be considered as subcategories in a bumping process.
- C. No employee may gain greater advantage by bumping into a higher grade level or into a position with more hours.

Section 5. Recall: Employees shall be recalled to vacant positions within their former category in order of previously earned seniority, providing they have the skills and abilities, determined by the Employer, to meet the requirements of the position. Employees will be eligible for such recall for 18 months from the date of layoff. The laid_off employee shall be notified by certified mail of any recall to employment. Employees who fail to communicate receipt of a recall to employment or an offer of re-employment within 15 calendar days from the mailing of the notice or offer, shall be considered as having forfeited recall rights.

Section 6. Layoff Pool: Any permanent employee, who has been laid off or has been notified of a layoff, may submit an application to the Human Resources Office which will be placed in a layoff pool for recall purposes. Applications for layoff pool will be active for 18 months. Temporary employees are not eligible to be placed in a layoff pool. During the 18 month period in which permanent employees may be in a layoff pool, such employees will be considered for vacant or newly created positions in the bargaining unit outside their immediate category in the following manner: The Human Resources Office will submit the names of those employees in the pool who express interest and who appear to be at least minimally qualified for the position to the hiring authority filling the position. Hiring authorities will first consider employees in the layoff pool for open positions in the bargaining unit, but the appointment will be made on the basis of qualifications, skills and abilities, determined by the Employer, to perform the duties and meet the requirements of the position.

ARTICLE 17 – VACANCIES AND PROMOTIONS

Section 1. Posting: The Employer shall post all job openings in each work location for a period of five working days to enable current staff to apply for any vacancy to be filled. Employees desiring a transfer will complete the in-district transfer request form (Appendix C). Employees

requesting a transfer that meet the qualifications listed in the job posting shall receive an interview. If the qualifications, skills and abilities are equal, as determined by the employer, current staff shall be given employment preference over all other applicants for jobs covered under this agreement. This article does not apply when vacancies are filled from the lay off pool.

Section 2. Unsuccessful in-district applicants shall be so notified at the end of the selection process. An employee who so requests shall be allowed to meet with the Director of Human Resources in order to receive, if requested, reasons for the selection of the candidate recommended for the vacant position.

Section 3. Employees who are awarded promotions shall serve a trial period, beginning with the first day of service in the new position and continuing for sixty calendar days. If the district wishes the employee to return to his/her previously held position within the trial period, and so states such a reassignment in writing, the employee shall return to his/her position and shall be compensated at the previous rate of pay.

Section 4. An employee who is awarded a promotion may be placed at a lower years of experience level so long as the employee loses no more than three years of experience and the hourly wage is not less than that wage currently being earned. They will not lose seniority in the unit.

Section 5. In the event the employer determines to transfer an employee involuntarily, the employee shall be provided the reasons for the involuntary transfer. The reasons for an involuntary transfer shall not be arbitrary or capricious. Appropriate notice will be given.

ARTICLE 18 – RATINGS AND WARNINGS

Section 1. An employee may request and receive a copy of his/her current job description at any time.

Section 2. When performance appraisals are prepared by the employee's supervisor the results of the evaluation shall be personally transmitted to the employee in the form of a copy of his/her performance appraisal. The supervisor shall discuss the evaluation with the employee and note by the employee's signature retained in the personnel file that the evaluation has been discussed with the employee. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached to the performance appraisal form in the personnel file.

Section 3. No material will be placed in an employee's personnel file unless the author signs it, and unless the employee has had an opportunity to read the material and respond to it in writing. A copy of any such material shall be furnished to the employee upon request.

Section 4. An employee desiring that material, which he/she feels is incorrect and should be removed from the personnel file of the employee, shall have the right to appeal it through the grievance procedure. This right does not include performance evaluations, which will remain as permanent contents of the file.

Section 5. After eighteen months written warnings and letters of reprimand of a disciplinary nature shall be removed from an employee's file unless the subject of such documents have been the subject of more recent disciplinary action and constitute a pattern of behavior that is supported by the documentation.

ARTICLE 19 – NOTIFICATIONS

Section 1. It is the intention of the parties that both the Association and the Employer be kept fully informed about each other's activities on matters having a substantial effect upon employment relations of the employees in the bargaining unit.

Section 2. The Employer shall give permanent employees subject to layoff a minimum of 30 working days advance notice and shall deliver a copy of such to the Association, which shall be allowed an opportunity to comment. In the event of a disaster, the 30-day notice is waived.

Section 3. The Employer shall insure reasonable access to the Association and each employee an up-to-date policy manual of its rules, regulations and policies on employment-related matters. Manuals of Board policies and procedures are maintained in each building in the office of the principal, and in the Superintendent's office. Notifications regarding pending changes in policy shall conform to Board requirements.

ARTICLE 20 – GRIEVANCE AND ARBITRATION

Section 1. Introduction: Nothing in this Agreement shall be construed as limiting the right of any employee to discuss a matter informally with his or her immediate supervisor to attempt a resolution. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievance which may arise.

Section 2. Requirements:

Subsection 1. Grievance: When there is a dispute or disagreement between the employee(s) and the District as to the interpretation or application of a specific term(s) and conditions of this Agreement, the Association and/or an employee may file a grievance under the following terms.

Subsection 2. Written Form: A grievance must be submitted and appealed in writing using the grievance form provided in Appendix B.

Subsection 3. Time Limits: The deadlines specified in this Article are critical and must be adhered to unless extended by written agreement. All references to days mean those when the Central Office is open, which is every day except weekends, New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and emergency closures. Should the District not abide by the times limits, the grievant/association may advance the grievance to the next step. Should the grievant not abide by the time limits, the grievance shall be deemed moot.

Section 3. Right to Representation: A representative of the Association may be present at any step of the grievance procedure. A grievance meeting or hearing scheduled during the grievant's working hours shall not result in a reduction in pay.

Section 4. Procedure:

Level 1. Within 15 days of the event giving rise to the grievance, the written grievance signed by the grievant must be presented to his or her immediate supervisor. The immediate supervisor shall meet with the grievant within 10 days after receipt of the written grievance and give a written answer to the grievant within 10 days of the meeting.

Level 2. In the event the Association and/or the employee and immediate supervisor are unable to resolve the grievance, the Association and/or employee may appeal the grievance to the Superintendent not later than 10 days following the response at level one. The Superintendent shall meet with the grievant not later than 10 days of the receipt of the appeal. The Superintendent shall issue a written response to the grievant not later than 10 days from the meeting.

Level 3. If the grievant or Association is not satisfied with the response in Level 2, the Association may not later than 10 days from the date of receipt of the Superintendent's response at Level 2, submit a written appeal to the Board of Trustees. The Board shall hear the grievance at the next regularly scheduled meeting when the matter can be placed on the agenda, but not sooner than 10 days from receipt of the appeal, and shall deliver its decision and reasons to the Association not later than 15 days from the conclusion of the hearing.

Level 4. If the Association is not satisfied with the response at Level 3, it may not later than 10 days from the receipt of the Board's response at Level 3, submit a written appeal to arbitration by delivering a notice of such to the Human Resources Office. The arbitration shall be conducted under the following provisions:

- A. Not later than 10 days from the receipt of the Board's decision, the Association shall write to the Board of Personnel Appeals, requesting a panel of seven potential arbitrators, and shall deliver a copy of the letter to the Human Resources Office.
- B. Within ten days from receipt of the list of arbitrators by parties, the District and the Association, or their representatives, shall pick the arbitrator by alternately striking names until one remains, which shall be the arbitrator. The Association shall promptly notify the Board of Personnel Appeals and the parties shall cooperate to arrange a date for the hearing and decision.
- C. The arbitrator shall consider the grievance and render a decision within thirty days of the hearing or final submission of briefs, whichever is later. By mutual agreement, a hearing may be avoided and the parties shall brief the issue to the

arbitrator at his/her location. A briefing schedule shall be established in such cases by mutual agreement, or by the arbitrator if the parties cannot agree. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, alter or modify any of the terms of this Agreement.

- D. Each party shall share equally the cost of the arbitrator. The parties shall bear their own expenses for their own costs of presenting their case. In the event one of the parties orders a transcript of the arbitration proceedings, the party requesting the transcript shall pay all costs.
- E. After a grievance has been submitted to arbitration, the grievant and the Association waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or the Association files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.

Section 5. No Reprisals: No reprisals of any kind will be taken by the Board against any person because of participation in this grievance procedure, or by the Association for an employee's participation or lack thereof.

Section 6. Personnel Files: All documents dealing with a grievance shall be filed separately from an employee's regular personnel file, and will be confidential except to the parties and their representatives.

ARTICLE 21 – NO STRIKE/NO LOCKOUT

Section 1. During the term of this Agreement, neither the Association or its agents or representatives will cause, sanction or take part in any strike or any other interference with the operation of the Employer's business.

Section 2. During the term of this Agreement, there shall be no lockouts by the Employer.

ARTICLE 22 – SEVERABILITY

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

ARTICLE 23 – DURATION/REOPENER

Section 1. This Agreement shall be effective upon ratification by the Association and approval by the Board of Trustees, and shall continue in full force and effect until June 30, 2010.

Section 2. This Agreement shall be renewed automatically from year to year on any termination date, for another one year, in the form in which it has been written and amended or supplemented during its life, unless one party gives written notice to the other party by November 1 of the last fiscal year of the contract, its intention to terminate, amend or modify the Agreement. In the event such notices is given, negotiations shall begin not later than sixty days after that notice is delivered.

ARTICLE 24 – LABOR/MANAGEMENT COMMITTEE

Section 1. There is formed a Labor/Management Committee which consists of three representatives appointed by the Union, one MPEA representative and three appointed by the District. The parties will notify each other in writing of the initial appointment of members and any changes. Each party shall select one additional member for each meeting, who may have a particular interest or knowledge of the subject(s) on the agenda, and shall notify the other party of that individual's appointment at least 48 hours in advance.

Section 2. The Committee will meet at mutually agreeable times and places. The Committee will meet at the request of either party and the parties will supply each other with a list of topics they wish to discuss at least 48 hours prior to the meeting. Each party will take and maintain their own records of the meeting. Any topic except those prohibited by law may be placed on the agenda.

Section 3. The Committee may issue a majority and/or minority report and/or recommendation to the Superintendent and to the Association. Should the Employer wish to implement a recommendation which involves a mandatory subject of bargaining, it shall notify the Association and the parties will meet at reasonable times and places in order to bargain.

ARTICLE 25 – ADMINISTRATION OF THE AGREEMENT

The Employer agrees to provide copies of this Agreement and any supplement or amendment hereto to each of its managerial and supervisory employees, and to conduct such educational programs among them as are necessary for them generally to understand its provisions. The BCEA agrees to assist in such programs if requested by the Employer.

ARTICLE 26 – COMPLETE AGREEMENT/COMPENSATION CONTINGENCY

Section 1. The Agreement contains all provisions of the Agreement between the Employer and the Association on all matters negotiable under Title 39, Chapter 31, MCA, and the parties waive the right to further bargaining during the term of the Agreement, although by mutual agreement, the parties may reopen any matter within the current Agreement.

Section 2. If any School District mill levy fails during the term of this Agreement, or if any funds are reduced from any sources from the date of ratification to the expiration date of the Agreement, either party may give notice to the other party within sixty calendar days after the notice of decrease in funding, to renegotiate any and all articles having to do directly with compensation (salaries and fringe benefits inclusive of but not restricted to insurances). If

neither party gives notice to the other party within sixty calendar days provided for above, this Agreement shall continue in effect as provided for in this Article.

This Agreement is signed and dated this 10th day of September, 2007.

FOR THE DISTRICT

FOR THE MONTANA PUBLIC
EMPLOYEES ASSOCIATION

Carson Taylor, Chair, Board of Trustees

Quinton Nyman, Executive Director, MPEA

Steve Johnson, Clerk, Board of Trustees

Mark Langdorf, MPEA

Jim Humble, Director of Human Resources

Co-President, B.C.E.A.

Co-President, B.C.E.A.

APPENDIX B - GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM	
BOZEMAN SCHOOL DISTRICT No. 7 Page 1 of 2 (use additional pages if necessary)	
Grievant: _____	Date of Grievance: _____
STEP 1 – Statement of Grievance: _____ _____ _____	
Contract Provision(s) Allegedly Violated: _____ _____	
Action or Relief Requested: _____ _____	
Grievant's Signature: _____ Date given to Immediate Supervisor: _____	
Immediate Supervisor's Response: _____ _____ _____	
Immediate Supervisor's Signature: _____ Date given to Grievant: _____	
STEP 2 – Appeal to Superintendent (reasons for appeal): _____ _____ _____	
Grievant's Signature: _____ Date given to Superintendent: _____	

Grievant:

Page 2 of 2 (use additional pages if necessary)

Superintendent's Response: _____

Superintendent's Signature:

Date given to Grievant:

STEP 3 – Appeal to Board of Trustees (reasons for appeal): _____

Grievant's Signature: _____ Date given to Board of Trustees: _____

Board's Response: _____

Board Chair's Signature: _____ Date given to Grievant: _____

Bozeman Public Schools

IN-DISTRICT TRANSFER REQUEST

Please include all materials you would like to have considered as part of the selection process. The screening committee members will NOT have access to your personnel file to check qualifications.

NAME: _____ SCHOOL or DEPT: _____

HOME PHONE #: _____ WORK PHONE #: _____

PRESENT POSITION: _____

DISTRICT HIRE DATE: _____ TIME IN PRESENT POSITION: _____

POSITION REQUESTED: _____
(Location and Title or Grade Level/Subject)

REASON FOR REQUEST TO TRANSFER: _____

HIGHEST LEVEL OF EDUCATION ACHIEVED: _____

PROFESSIONAL QUALIFICATIONS (Licensure or Certification): _____

OTHER JOB RELATED TRAINING and/or EXPERIENCE (you may attach a resume): _____

APPLICANT'S SIGNATURE

DATE