

ORIGINAL
Heather

NEGOTIATED AGREEMENT
BETWEEN
MALTA PUBLIC SCHOOLS
AND
MALTA CLASSIFIED EDUCATION
ASSOCIATION

2026-2027

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
AGREEMENT	3
EFFECT OF AGREEMENT	3
SCOPE OF AGREEMENT	3
ARTICLE I: DEFINITIONS	3
ARTICLE II: MANAGEMENT OF RIGHTS	4
ARTICLE III: ASSOCIATION RIGHTS	5
ARTICLE IV: EMPLOYEE RIGHTS.....	5
ARTICLE V: STATE AND FEDERAL RIGHTS	6
ARTICLE VI: HOURS AND WORKING CONDITIONS	6
ARTICLE VII: DUES AND FEES: PAYROLL DEDUCTIONS	10
ARTICLE VIII: HOLIDAY AND LEAVE POLICY	11
ARTICLE IX: EVALUATION.....	14
ARTICLE X: VACANCIES/JOB OPENINGS	14
ARTICLE XI: INSURANCE	15
ARTICLE XII: GRIEVANCE PROCEDURE	15
APPENDIX A	18
GRIEVANCE REPORT FORM.....	18
APPENDIX B/EMPLOYMENT CONTRACT	18-19
APPENDIX C, SALARY SCHEDULE.....	20-21
ARTICLE XIII: DURATION OF AGREEMENT.....	22
APPENDIX D, SICK LEAVE BANK	23
CLASSIFIED VACATION LEAVE ROLLOVER.....	24

AGREEMENT

THIS AGREEMENT is entered into by and between the Board of Trustees, School District #14A, Phillips County, Malta, Montana, hereinafter called the "Board" or "District," and the Malta Classified Education Association, a unit of the Montana Federation of Public Employees, hereinafter called the "Association" or "Union."

EFFECT OF AGREEMENT

The parties recognize that employees covered by the terms of this Agreement shall perform the services prescribed by the Board. The parties recognize the right, obligations, and duty of the Board and its representatives to promulgate rules, regulations, directives and orders that are not in violation of the expressed terms of this Agreement. If any provisions of this Agreement are found to be in violation of any state or federal law by a court of competent jurisdiction, such provisions shall be null and void and without force and effect. The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, marital status, residence or family relationship to another employee.

SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statement 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.

ARTICLE I: DEFINITIONS

1.1 Appropriate Unit

The appropriate unit shall include all classified employee positions except those managerial, supervisory, and confidential positions exempted by the Montana Public Employees Collective Bargaining Act. The appropriate unit shall also exclude positions included in other bargaining units based on hearing exam decision.

1.2 Employee

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

1.3 Board

The Board or District is the Board of Trustees of the school district and its agents or representatives.

1.4 Association

The Association or Union is the Malta Classified Education Association of the Montana Federation of Public Employees and its officers, agents, and representatives.

1.5 Superintendent

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

ARTICLE II: MANAGEMENT RIGHTS

The exclusive representative shall recognize the prerogatives of the Board as stated in Montana Public Employee's Collective Bargaining Law in Section 39-31-303 MCA and Section 39-31-304 MCA.

39-31-303:

2.1 Public employees and their representative shall recognize the prerogatives of public employers to operate and manage their affairs in such areas but not limited to:

- (a) direct employees;
- (b) hire, promote, transfer, assign and retain employees; relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
- (c) maintain the efficiency of government operation;
- (d) determine the methods, means, and job classification, by which government operations are to be conducted;
- (e) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (f) establish the methods and processes by which work is performed.

39-31-304:

Collective Bargaining negotiable items for school districts. Nothing in this chapter shall require or allow boards of trustees of school districts to bargain collectively upon any matter other than matters specified in Section 39-31-305 (2).

The exclusive representative agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved exclusively to the school district.

ARTICLE III: ASSOCIATION RIGHTS

3.1 Collective Bargaining Rights

The Board agrees that individual employees and the exclusive representative shall have all those rights afforded by the Montana Collective Bargaining Act for Public Employees as outlined in Title 39 MCA.

3.2 Association Business

Professional representatives of the Association shall have the right to transact Association business on school property as long as that business could not have reasonably been conducted at another place and time and that it does not interrupt employees in the course of their duties with the school district. Association representatives who wish to conduct business on school property shall receive prior approval from the Superintendent or applicable building administrator. The Association shall be permitted to have meetings on school property provided use of the building is scheduled in accordance with normal school procedure.

3.3 Association Leave

Six (6) days leave, with pay, shall be granted for Association business. The Association shall choose any combination of their officers and/or any combination of days to utilize this leave provided one week notice is given to the building Administrator or Superintendent.

ARTICLE IV: EMPLOYEE RIGHTS

4.1 Appearances Before Employer

A member of the bargaining unit shall be entitled to have present a representative of the Association during any appearance before the employer where disciplinary action is being considered if known by employer in advance. The affected employee shall be given prior notice of the meeting and the right to representation.

No employee who has passed the probationary period shall be disciplined, suspended or discharged without following a policy of discipline which will include:

1. Oral warning.
2. Written warning with plan of action.
3. Suspension or discharge.

The District Administration will take initial disciplinary action that is appropriate to the seriousness of the offense.

4.2 Probationary Period

The probationary period for new employees to a new position shall be six (6) months of employment.

4.3 Personnel File

4.3.1 Access

Access to personnel files shall be limited to the Board, and administration, and to the employee to whom the files refer other than as required by Montana law. Employees shall have the right, upon request, to review the contents of their personnel files and to receive without cost a copy of any documents contained therein. Upon request by the employee, the superintendent or official designee shall provide an inventory sheet of the file.

4.3.2 File Contents

No material shall be placed in the file unless it is signed by the author. The employee has the opportunity to read and respond to a copy of the material that is being placed in the file.

ARTICLE V: STATE AND FEDERAL RIGHTS

Nothing contained herein shall be construed to deny or to restrict any employees such right as they have under the laws of Montana and the United States or other applicable laws, decisions, and regulations.

ARTICLE VI: HOURS AND WORKING CONDITIONS

6.1 Orientation and Training of Employees

A. Orientation

The Board agrees to provide a planned orientation program prior to the start of the school year for the purpose of helping employees become thoroughly acquainted with their jobs and district employment policies, procedures and benefits. The Association will be granted time on the program to orient employees to the Association.

B. In-service Training

The Board will provide inservice training. Training will be job or career-related and will consider employee interests and needs. Employees will be included in all district inservice training that is relevant to their job performance.

C. Licenses

Employees will be reimbursed for the cost of obtaining or renewing any licenses required by the Board.

6.2 Work Day and Work Year

The work day shall consist of an assigned number of hours a day and shall include a non paid lunch period of thirty (30) to sixty (60) minutes for shifts exceeding four (4) hours and a fifteen (15) minute break per four (4) hour shift. The work day shall be part of the individual employment contract, Appendix B, as will the work year. Employees may develop a flexible scheduling plan outside the working conditions listed in Article 6.2 as long as contracted time requirements are fulfilled. Such scheduling shall include but not be limited to custodians and cooks exercising flexibility in dealing with their job responsibilities in relation to their breaks and lunch periods. Classified staff will serve on a rotation basis for an approximate 10 minute duty period starting at 7:50am prior to morning school, morning and afternoon recesses. Recess duty, morning and afternoon recesses, will be assigned for all classified staff not to exceed more than 63, per staff member, for the year, and distributed as equally as possible among available staff. During an emergency situation, for example COVID, Classified staff will be available to cover additional recesses as needed. PIR/TWD are required for paraprofessionals and speech aides. One secretary at each school will participate in the PIR/TWD on an alternating basis and will work an even amount of PIR/TWD. If a secretary takes their alternating day off, but switches with the other secretary, they do not need to take leave as long as the days off are equal for each throughout the year. If a paraprofessional or speech aide takes either day off, they must take the required leave day for their absence.

6.2.1 Secretary Stipend

The Secretary that is required to find Substitute Teacher's shall be paid an annual stipend of \$1500.00 split into equal payments of \$750.00 to be paid in December and May. One Stipend will be available at Malta Elementary School and one stipend will be available at Malta Middle/High School.

6.3 Overtime Pay

Employees who work more than forty (40) hours in a week or work on holidays will be paid at one and one half (1-1/2) times their regular hourly wage rate. Pre-approval is required for all overtime. Callback or show-up time will be a minimum of two hours. The most senior qualified employee will have first opportunity to work overtime or decline to work overtime.

6.4 Clean-up Time

Employees may use the last fifteen (15) minutes before the end of their shift for personal clean up and to put away tools, equipment and materials.

6.5 School Closure including Act of God

If or when the District decides to close for whatever reason, including an Act of God, the District will pay each classified employee their full contracted hours for the hours closed or full-day(s) of the week that the closing of the school occurred. Any overtime accumulated during that week will be part of the total accrued contracted hours. Overtime will not be paid. The Board of Trustees may order a makeup day in the manner provided by law in order to comply with minimum instructional standards of the State or if otherwise deemed by the Trustees to be in the best interests of the District or its students. If a classified employee has taken leave, including but not limited to sick and vacation days, that said leave is null and the district shall pay the employee their full contracted hours for the school closure for the time school is closed.

6.6 Seniority

6.6.1 Definition of Seniority

Seniority is the length of service with the Board from the initial date of continuous employment. If two (2) or more employees have the same date of employment, seniority will be determined by lot.

6.6.2 Seniority Lists

Employees who have changed job areas in the course of employment with the district shall maintain seniority in each category, with each seniority commencing with the date of initial employment and ending with the employee's service in each individual job area.

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

- Custodial
- Food Service
- Clerical
- Paraprofessionals
- Interpreters
- Speech/Language Pathologist Aide
- Bus Driver

6.6.3 Seniority List Placement

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

6.7 Layoffs

6.7.1 Conditions for Layoff

Layoff of employees may occur if there is a substantial reduction in the finances of the school district or other circumstance which necessitates a reduction in the number of employee positions. Determination of those non-probationary employees to be retained shall be based upon:

1. Meets or exceeds minimum qualifications for the position according to job descriptions.
2. Employee evaluations.
3. Seniority. The above factors being equal, seniority shall govern.

A non-probationary employee scheduled for layoff in his or her current position may exercise seniority in another job area if eligible and qualified on more than one seniority list. Laid off employees shall have the right to apply for district vacancies with the rights of current employees. Employees to be laid off will be given at least thirty (30) days' notice before the effective date of the layoff.

6.7.2 Layoff Status and Recall

Employees may be on layoff status for a period of up to eighteen (18) months. While on layoff status employees may continue to participate in the Board-provided group insurance plans at the employee expense. In the event laid-off employee's previous or equivalent position becomes available, it will be offered to those qualified employees on layoff status in reverse order of layoff providing the employee meets or exceeds all minimum job qualifications and has positive evaluations. Notice of recall will be made by certified mail to the employee's last known address. Failure to accept recall within twenty (20) days of receipt of the notice will constitute forfeiture of further recall rights and layoff status benefits.

6.8 Split Assignments

Employees with split assignments (assignments in two or more job classifications) shall be paid their contracted hourly wage of whichever job classification pays higher. (excluding Interp/SLP and Bus Driver). Total hours accrued will be applied to insurance eligibility on the combined job classifications. If the employee is hired for two or more positions, overtime can occur from the combination of those hours.

6.8.1 When a classified employee is called upon to sub for a Teacher or any other district employee, the classified employee shall be paid their contracted hourly wage for hours subbed. Classified employees will not be called to substitute for a teacher unless the entire substitute list has been exhausted as declared by the substitute secretary and the building principal.

6.8.2 When a classified employee is hired for a summer contract/position, the classified employee shall be paid the 5th (fifth) step of the KCS lane of pay for the school year just concluded or their contracted wage from the just concluded year, whichever is higher. The employee will accrue sick and vacation leave.

6.9 Salary Schedule

The Salary Schedule is included in this master agreement as Appendix "C"

- (1) Nothing herein shall be construed to negatively impact any employee's current pay rate. Should any employee's correct placement on these schedules indicate a reduction of pay, it is the Association's intent that they be held at their current pay rate until the schedule(s) "catch up".
- (2) Should significant additional skills or experience requirements be added to any job classification description, the Association reserves the right to negotiate additional compensation for such requirements.
- (3) No employee hired new to the district shall be credited with more than ten (10) years of outside experience for purpose of placement on this salary schedule with the exception of Bus Drivers. Bus Drivers will be given credit for all outside experience and be placed accordingly on the salary schedule. All other classified employees' maximum new hire placement is Step eleven (11).
- (4) Newly hired employees shall have the sixty (60) days - from the end of their first pay period - to verify or challenge any error in initial placement on the Salary schedule.
- (5) SLP Aide must be certified as an Aide 1 or Aide 2 as defined by the Montana Board of Speech-Language Pathologists and Audiologists Registration.
- (6) Upon new hire, a letter will be sent from district office to both the new employee and the MCEA President, with hire date, experience years given and placement on pay scale within 30 days of employment. (added May 2012)

(7) Paraprofessionals must meet the requirements of the Highly Qualified Definition within 24 months from date of hire. The District shall obtain a copy of a diploma (2-4 year institution) or certificate from a previous PASS training in both math and reading. If the new hire does not meet the requirements of being Highly Qualified, the MCEA President shall notify a newly hired paraprofessional that PASS training is available twice per academic year. If the employee does not take or pass the PASS training within their first contracted year, the employee will remain at Step 1 of the salary schedule. The employee will also stay at Step 1 until the next contracted academic year if passed during their current contracted year. The employee has twenty-four (24) months from their hire date to finish their PASS training or will not receive their contract back or be eligible as a paraprofessional until PASS training is complete. Union officers are responsible for tracking when the employee's 24 month period is ending for completing the PASS training. The School District will reimburse Paraprofessionals for a passed PASS test at the rate of \$100.00 for Union Members and \$150.00 for Non Union Members. If paraprofessional has been employed by the district for 8 or more seniority years as of the 24-25 calendar year and does not meet the Highly Qualified Definition, they will be grandfathered in.

ARTICLE VII: DUES AND FEES: PAYROLL DEDUCTIONS

7.1 Dues Deduction Authorized

The Board agrees to deduct from the salaries of bargaining unit members such Association dues and fees as authorized in writing by individual members of the bargaining unit.

7.2 Payroll Deductions

The Board agrees to deduct from the salary of any bargaining unit member such deductions as are authorized in writing by the bargaining unit member and mutually agreed upon by the Board and the employee.

7.3 Retirement

The District shall contribute only the District's share of the appropriate TRS or PERS retirement contribution for each employee as per Montana law.

ARTICLE VIII: HOLIDAY AND LEAVE POLICY

8.1 Holidays

The holidays currently provided by the district are:

New Years Day (If this holiday falls on a Saturday or Sunday, classified personnel may take the preceding Friday as the paid holiday.)

Memorial Day

Good Friday (Contingent upon the fact that school was not in session that day.)

Independence Day (For those employed during this time; if this holiday falls on a weekend day, employees may take the preceding Friday or the following Monday as a paid holiday.)

Labor Day

Thanksgiving Day

The Friday after Thanksgiving

Christmas Day (If this holiday falls on a Saturday or Sunday, classified personnel may take the following Monday as the paid holiday.)

8.2 Annual or Vacation Leave

Employees shall be entitled to annual vacation leave at full pay. Annual vacation leave for full-time employees will accrue at a rate of fifteen (15) working days for employees of ten (10) years or less services; eighteen (18) days for ten (10) through fifteen (15) years of service; twenty-one (21) days for fifteen (15) through twenty (20) years of services; and twenty-four (24) days for twenty (20) years of service on. Vacation for part-time employees will be prorated. A year of credit shall be granted for each school year worked. Employees will be paid at the end of each contract year for any unused vacation leave at their hourly rate in effect. Employees will have the opportunity to take any or all vacation days during the contract year. If the employee takes days without pay, any unused vacation will be paid at the end of the year-as long as all vacation days were exhausted before the days without pay. Each employee may roll over earned vacation days at the end of the year not to exceed six (6) days per employee. The total rollover days shall be capped at six (6) days per employee per year-never to exceed six (6) days over the course of multiple years.

8.3 Leave for Civic Duty

Employees will be permitted to appear in court as a subpoenaed witness or to serve on juries if subpoenaed. Their daily salary rate is to be reduced while on jury duty only by the extent of the stipend paid by the court. The employee may keep monies remitted by the court for expenses or mileage allowance while performing these duties.

8.4 Immediate Family Definition

Definition of Immediate Family for all leaves contained in this article is defined as the following: employee's spouse (or ex-spouse), parents, siblings and their spouses and children, grandparents, children, stepchildren or foster children, dependents, grandchildren and like relations of the employee's spouse whether natural or adoptive.

8.5 Bereavement/Emergency/Critical Family Illness:

The Board will provide three (3) days of leave with pay to each employee upon each death of a member of the employee's immediate family or when the absence of an employee is caused by critical illness in his/her immediate family. Critical Illness is defined as an illness that the attending physician considers sufficiently serious to require the employee's presence. If additional days are needed beyond the three (3) provided, utilization of sick leave will be granted. A total, not to exceed five (5) sick leave days, will be deducted from sick leave accumulation at a rate of one (1) sick leave day for each one (1) additional day granted. Permission to utilize this leave must receive prior approval by employee's building principal.

Two (2) bereavement leave days may be used for the deaths of close personal or family friends. If these two (2) days are used, sick leave days will be deducted from the employee's accumulated sick leave total at a rate of two (2) sick leave days for each one (1) bereavement day granted. Any other bereavement requests will be granted at the discretion of the Building Principal.

8.5.1 Leave of Absence

A leave of absence may be provided at the discretion of the Board of Trustees, for a period of days, to be determined by the employee and the Board of Trustees. The employee requesting a Leave of Absence must do so in writing, by a letter to the Board of Trustees detailing the circumstances and length of the requested Leave of Absence.

The employee approved for a Leave of Absence is entitled to return to their position at the conclusion of the Leave of Absence. They shall maintain, but not accumulate sick or vacation leave during the Leave of Absence. The District will not provide coverage in the health insurance program while an employee is on an approved Leave of Absence. The employee may elect to remain in the Health Insurance Program, providing they make the monthly premium payment. If the Leave of Absence is for ninety (90) Pupil Instruction Days or less, the employee will be credited with a year of experience upon returning to the District. If the Leave of Absence is for more than ninety (90) Pupil Instruction Days, the employee will not be credited with a year of experience.

8.6 Sick Leave

Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, exposure to contagious disease that requires isolation, or the necessary absence from duty to receive a medical examination or treatment. Medical appointments may be charged to sick leave, provided the minimum time charged is not less than an hour. A physician's certificate or other evidence to substantiate a sick leave charge may be required by an employee's supervisor. Illness in the immediate family (spouse, children, employee's parents, or other dependents living within the household) may be covered provided permission to be absent is granted prior to the absence.

1. Employees earn sick leave credits at the rate of one working day for each month of service with unlimited accumulation. Permanent, part-time employees (less than 40 hours per week) are entitled to pro-rated sick leave benefits if they have worked the qualifying period.
2. Employees shall start earning sick leave immediately upon employment but must be employed continuously for ninety (90) days before earned sick leave may be used or before they become eligible for a lump sum payment for unused sick leave credits.
3. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.
4. Eligible employees are entitled by law to receive a lump sum payment, upon termination equal to $\frac{1}{4}$ of the pay attributed to unused sick leave accrued after July 1, 1971.

5. If an employee is unable to work due to illness or emergency, he/she must notify their immediate supervisor.
6. Sick leave charges in excess of earned sick leave credits will be charged as a dockage in pay.
7. Sick leave charges shall be taken from employee's accumulations at the same rate (time increment for time increment) that they are earned by employees, to the nearest $\frac{1}{4}$ hour.
8. Abuse of sick leave is cause for dismissal. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes.

8.7 Sick Leave Bank

Employees shall have the right to donate, in writing, accrued sick leave days to another employee of their choice for the employee's personal illness or physical disability or the illness or physical disability or death of an immediate family member upon the recipient employee's exhaustion of his/her own earned sick leave day accumulation. A sick leave recipient shall have exhausted all sick leave and vacation leave. No employee may receive more than fifty days of donated sick leave during any school year, and only days actually utilized by the recipient employee shall be taken from the donor employee. Donated days shall be logged in order of their receipt by the District's business office. Unused donated days will be re-credited to the donor employee(s) in reverse order of their donation.

ARTICLE IX: EVALUATION

9.1 Employee Evaluation

- 9.1.1 All probationary and yearly evaluations shall be completed by the building principal. Evaluations will be concluded by the end of the employee's contracted year or probationary period.
- 9.1.2 After the probationary period all employees shall be evaluated at least one time each year.
- 9.1.3 Employees shall be made aware of the evaluation procedures, which may be adopted, by the District. The Association shall be provided input into the evaluation process upon written indication from the Association that it desires to do so. It is understood that the District retains the exclusive right to adopt or modify the evaluation process.
- 9.1.4 The period covered by the appraisal will be the time from the last appraisal to the current one with the exception of reoccurring problems.

ARTICLE X: VACANCIES/JOB OPENINGS

10.1 Vacancies

Full-time, new or vacant positions shall be posted by the school district including the summer break. Members of the bargaining unit shall have the opportunity to apply for vacancies or new positions. Such positions shall be posted for a minimum of five (5) days. Positions available during the summer break (last day/first day for K-11 students) will be posted online by the administration for a minimum of five (5) work days and the MCEA president(s) will be notified by administration as to these vacancies so they can notify current employees as well. Current employees who meet or exceed the minimum qualifications for the position and who have positive evaluations shall be granted an interview and will be given consideration over outside applicants. Employees who have substantially equal qualifications will be selected on the basis of greater total district seniority.

10.2 Transfers

In the consideration of transfers the Administration shall use the following criteria:

- 1. Meets or exceeds minimum qualifications according to job description.
- 2. District needs and administrative recommendation
- 3. The above being equal, the least senior employee shall be involuntarily transferred.

ARTICLE XI: INSURANCE

11.1 Health Insurance

All employees are eligible to participate in the group health insurance program. The Board will contribute up to \$675.00 for the 2026-2027 contract year or the amount negotiated between the Malta Education Association and the District, whichever is higher per month per employee according to the following schedule and subsequent clarifications:

ALL Classified Staff:

Full-time/Part-time: 20 hours or more per week - full insurance contribution.

No current employee shall have his/her insurance contribution or insurance contribution eligibility reduced or adversely affected due to the above schedule. Those employees employed prior to July 1, 1999 shall be grandfathered under the terms of their existing District insurance contribution level. Those employees hired after July 1, 1999, shall receive insurance contributions compliant with the above schedule.

Effective July 1, 2001, tutors shall be added to the district's health insurance program and be eligible for insurance benefits as declared under section 11.1 of this agreement.

Any change in dependents, marital status, or death of spouse must be reported to the business office within thirty (30) days of such change.

ARTICLE XII: GRIEVANCE PROCEDURE

12.1 Definition

A grievance is defined as an alleged violation of any of the express provisions of the Agreement. An individual bargaining unit member may file a grievance.

Reference to a "day" will refer to working days. A "working day" is defined as all weekdays not designated as holidays by state law and on which the central administrative offices are open to conduct business.

12.2 Rights to Representation

An Association representative is entitled to be present at any formal step of this grievance procedure. The Board is entitled to be represented by anyone designated by the Board. Grievances shall not be handled during working hours unless handling at another time would cause unreasonable delay in the process.

12.3 Informal Process

Nothing contained herein shall prevent an employee from discussing a potential grievance with his/her supervisor and having the matter remedied in an informal procedure.

12.4 Formal Procedure

Step One: In order to be valid, a grievance must be presented within twenty (20) days of the event which gave rise to the grievance. If a member of the bargaining unit is unable to work out 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) days to respond in writing to the grievant. (See Appendix A for Grievance Form.)

Step Two: If within five (5) 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 level two. The Superintendent shall have ten (10) days after the date of such notice to set up a meeting with the grievant to discuss the matter. The Superintendent shall have ten (10) 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 level two, he/she shall have five (5) days from such written response to notify the Board in writing of a desire to move the grievance to level three. After such written notification is received by the Board, the Board shall establish a time within fifteen (15) days to hear the grievance. The response by the Board will be provided the grievant within fifteen (15) days from the date of the hearing.

12.5 Arbitration

If within twenty (20) days after receipt of the Board's decision at step three, the grievance response by the Board is not acceptable to the Association the matter may be referred by the Association to final and binding arbitration in the following manner:

- 12.5.1 Within twenty (20) days of receipt of the Board's response at step three, the Association will notify the Board of its intent to submit the grievance to arbitration.
- 12.5.2 If such notice is given the parties will submit a request to the Montana Board of Personnel Appeals for a list of five (5) arbitrators all of whom will be members of the American Arbitration Association and/or the Federal Mediation and Conciliation Service.
- 12.5.3 After notice of submission to arbitration, the Association will request from the Montana Board of Personnel Appeals or the Federal Mediation and Conciliation Service a list of qualified arbitrators who are members of the American Arbitration Association. Within ten (10) days of receipt, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.
- 12.5.4 The arbitrator selected will conduct a hearing on a date mutually acceptable to the parties and shall issue a written award and findings within thirty (30) days from the close of the hearing.
- 12.5.5 The parties shall equally pay the expenses and charges of the arbitrator.
- 12.5.6 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.

12.5.7 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.

12.5.8 Time Limitation and Waiver

Grievances must be filed and advanced 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.

12.5.9 Election of Remedies and Waivers

If any suit, complaint, or action is filed before any county agency or any other tribunal, the subject matter of which would 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.

APPENDIX A
GRIEVANCE REPORT FORM

Grievant _____

Date Filed _____

Statement of Facts:

Basis for Grievance:

Action Requested or Relief Sought:

(Attach Additional Sheet if Needed)

Signature

Date

APPENDIX B

EMPLOYMENT CONTRACT

This contract made and entered into between the Board of Trustees of School District No. 14A of Phillips County, Montana, hereinafter referred to as the Board, and _____, hereinafter referred to as the Employee, WITNESSETH:

- (1) The Board agrees to employ the Employee in the position of _____ for a period of time beginning (Month) _____ (Day) _____ 20____, and ending (Month) _____ (Day) _____, 20____. Normally scheduled work hours for this position shall be from _____ (a.m.) (p.m.) to _____ (a.m.) (p.m.). Minor variations in hours to accommodate student enrollment, specific job needs, or other conditions beyond the control of the District may occur.
- (2) The Board shall pay to the above-named Employee according to the salary schedule or wage rate contained in the collective bargaining agreement. Payment shall be paid in accordance with the collective bargaining agreement, less required or agreed upon deduction. Initial wage rate is \$_____ per _____.
- (3) Both parties shall comply with applicable laws and with the terms and conditions of the collective bargaining agreement and adopted policies of the Board of Trustees, which are made a part of this contract by reference, provided the Employee receives a copy of same from the Board.
- (4) At the request of the Board of Trustees, the Employee agrees to submit to a physical examination by a licensed physician or other licensed medical practitioner. The cost of such examination itself to be paid by the District. The examiner will be selected by mutual agreement from the employee and the District.
- (5) When this contract is terminated, the Board shall be obligated to pay that portion of the contracted salary which has been earned up to and including the last day of service.

IN WITNESS WHEREOF, the parties hereto cause this agreement to be duly signed in duplicate originals, each of which shall be entitled to full faith and credit.

Chairman

Date

Clerk

Date

Employee

Date

A job description is attached.

APPENDIX C
Classified Salary Schedule
2026-2027

<u>Steps</u>	<u>Playground Aide</u>	<u>Paraprofessional</u>	<u>Interp/SLP Aide</u>	<u>Bus Driver</u>
1	\$ 14.75	\$ 15.20	\$ 17.70	\$ 19.00
2	\$ 15.00	\$ 15.45	\$ 17.95	\$ 19.25
3	\$ 15.25	\$ 15.70	\$ 18.20	\$ 19.50
4	\$ 15.50	\$ 15.95	\$ 18.45	\$ 19.75
5	\$ 15.75	\$ 16.20	\$ 18.70	\$ 20.00
6	\$ 16.00	\$ 16.45	\$ 18.95	\$ 20.25
7	\$ 16.25	\$ 16.70	\$ 19.20	\$ 20.50
8	\$ 16.50	\$ 16.95	\$ 19.45	\$ 20.75
9	\$ 16.75	\$ 17.20	\$ 19.70	\$ 21.00
10	\$ 17.00	\$ 17.45	\$ 19.95	\$ 21.25
11	\$ 17.25	\$ 17.70	\$ 20.20	\$ 21.50
12	\$ 17.50	\$ 17.95	\$ 20.45	\$ 21.75
13	\$ 17.75	\$ 18.20	\$ 20.70	\$ 22.00
14	\$ 18.00	\$ 18.45	\$ 20.95	\$ 22.25
15	\$ 18.25	\$ 18.70	\$ 21.20	\$ 22.50
16	\$ 18.50	\$ 18.95	\$ 21.45	\$ 22.75
17	\$ 18.75	\$ 19.20	\$ 21.70	\$ 23.00
18	\$ 19.00	\$ 19.45	\$ 21.95	\$ 23.25
19	\$ 19.25	\$ 19.70	\$ 22.20	\$ 23.50
20	\$ 19.50	\$ 19.95	\$ 22.45	\$ 23.75
21	\$ 19.75	\$ 20.20	\$ 22.70	\$ 24.00
22	\$ 20.00	\$ 20.45	\$ 22.95	\$ 24.25
23	\$ 20.25	\$ 20.70	\$ 23.20	\$ 24.50
24	\$ 20.50	\$ 20.95	\$ 23.45	\$ 24.75
25	\$ 20.75	\$ 21.20	\$ 23.70	\$ 25.00

APPENDIX C
Classified Salary Schedule
2026-2027

<u>Steps</u>	<u>Kitchen</u>	<u>Custodian</u>	<u>Secretary</u>
1	\$ 14.75	\$ 14.75	\$ 14.75
2	\$ 15.00	\$ 15.00	\$ 15.00
3	\$ 15.25	\$ 15.25	\$ 15.25
4	\$ 15.50	\$ 15.50	\$ 15.50
5	\$ 15.75	\$ 15.75	\$ 15.75
6	\$ 16.00	\$ 16.00	\$ 16.00
7	\$ 16.25	\$ 16.25	\$ 16.25
8	\$ 16.50	\$ 16.50	\$ 16.50
9	\$ 16.75	\$ 16.75	\$ 16.75
10	\$ 17.00	\$ 17.00	\$ 17.00
11	\$ 17.25	\$ 17.25	\$ 17.25
12	\$ 17.50	\$ 17.50	\$ 17.50
13	\$ 17.75	\$ 17.75	\$ 17.75
14	\$ 18.00	\$ 18.00	\$ 18.00
15	\$ 18.25	\$ 18.25	\$ 18.25
16	\$ 18.50	\$ 18.50	\$ 18.50
17	\$ 18.75	\$ 18.75	\$ 18.75
18	\$ 19.00	\$ 19.00	\$ 19.00
19	\$ 19.25	\$ 19.25	\$ 19.25
20	\$ 19.50	\$ 19.50	\$ 19.50
21	\$ 19.75	\$ 19.75	\$ 19.75
22	\$ 20.00	\$ 20.00	\$ 20.00
23	\$ 20.25	\$ 20.25	\$ 20.25
24	\$ 20.50	\$ 20.50	\$ 20.50
25	\$ 20.75	\$ 20.75	\$ 20.75

ARTICLE XIII: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2026 and shall continue in full force and effect until June 30, 2026.

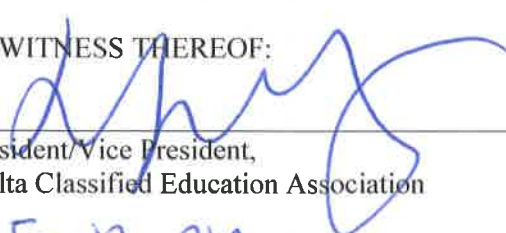
14.1 Renewal and Reopening of Agreement

Said Agreement will be renewed and will continue in force and effect for (1) year unless either party gives notice to the other party, no later than April 15, 2027 prior to the aforesaid expiration date of any anniversary thereof, of its desire to reopen this Agreement.

14.2 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.

IN WITNESS THEREOF:



President/Vice President,
Malta Classified Education Association

5-13-26
Date



Chairman, School District #14A
Phillips County, Montana

5-13-26
Date

APPENDIX D

Classified Staff Sick Leave Employee Bank

Explanation: When a classified employee of the District has used up all of their earned sick and vacation leave, and when the employee, employee's spouse or employee's child is seriously ill, that employee would qualify to use donated sick leave days. Any classified staff can donate days. A day would be determined by the requesting employee's hourly day. That employee may accrue up to a total of fifty (50) donated days in their 'bank'. All sick leave donated shall be done in writing and will be recorded and audited by the District Clerk. The first sick leave donated shall be the first used. Any unused sick leave shall be returned to the donor. In the extreme case of long-lasting illness, additional days may be donated, but shall be subject to the above restrictions. Sick leave donation days will be granted upon approval of the Building Principal and District Superintendent.

_____ I would like to REQUEST _____ days of sick leave. My regular hourly day is _____ hours. The reason I request to use the sick leave bank is:

_____ I wish to DONATE _____ days at _____ hours per day to _____
Employee's Name

Employee's Signature

Date

_____ REQUEST APPROVED

Building Principal's Signature

Date

_____ REQUEST DENIED

Building Principal's Signature

Date

Malta School District
Classified Vacation Leave Rollover

Explanation: Each classified employee may rollover up to six (6) earned vacation days per year. The rollover portion is capped at a maximum of six (6) vacation days for that particular employee over the course of multiple years .

_____ I would like to request _____ days of my vacation leave be rolled over to the next year.

Employee's Signature

Date