

**2022-2025**

**GREAT FALLS PUBLIC SCHOOLS  
GREAT FALLS, MONTANA**

**NEGOTIATED AGREEMENT  
OPERATING ENGINEERS**

## Contents





## **ARTICLE I - PARTIES**

This agreement is entered into by and between the Great Falls School District No. 1 and A which is located in Great Falls, Montana and Local Union 400 of the International Union of Operating Engineers, AFL-CIO.

## **ARTICLE II - RECOGNITION**

The District recognizes Local 400 as the exclusive representative of the employees in the Appropriate Unit for the purposes set forth in the Collective Bargaining Act.

## **ARTICLE III - UNION SHOP**

### **3.1 - Union Dues Check Off**

The District agrees to deduct the appropriate amount for Union dues and initiation fees from the employee's pay upon written authorization by the employee.

### **3.2 - Indemnification**

The Union will indemnify, defend, and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees, and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

### **3.3 - Credit Union**

Credit Union contributions will be deducted by the District from the employee's pay upon written authorization by the Unit in the amount authorized in writing by the employee should a Credit Union be reconstructed by Local 400.

## **ARTICLE IV - SENIORITY**

### **4.1 - Seniority**

Seniority means the right secured by permanent, full-time employees owing to continuous service with the District.

### **4.2 – Seniority List**

Seniority shall be determined by membership in the Appropriate Unit. A current seniority may be generated upon request by the local President from the HR office as needed.

### **4.3 – Effective Start of Seniority**

Seniority shall not be effective until a one hundred and twenty (120) working day probationary period has been completed, after which seniority shall date back to the date of last hiring.

#### **4.4 – Seniority Terminated**

Seniority shall be broken by: a) quitting; b) retirement; c) discharge; d) failure to report after layoff within seven (7) calendar days following written notification to the employee and to the union to return to work, sent to the last address known to the District; e) absence from District employment for layoff for twelve (12) or more months.

### **ARTICLE V - LAYOFF/RECALL**

#### **5.1 - Process**

Seniority rights shall apply to layoffs, i.e. the last employee hired shall be the first laid off.

#### **5.2 - Recall**

No new employee shall be hired until all laid off employees who still have seniority and who are qualified (which includes license and classification) to fill the open job have been given an opportunity to return to work.

### **ARTICLE VI – VACANCIES / JOB OPENINGS**

#### **6.1 - Vacancy**

Whenever a vacancy or job opening occurs for a permanent, full-time position, the District shall advertise the position under the employment tab on the District's website. Employees absent from duty shall assume responsibility for awareness of the vacancy or job opening. The notice shall include at least a description of the position, including hours and days of work, and the date applications are to close. Applicants will receive notification when the position is awarded.

#### **6.2 - Posting**

The job opening will be advertised for 5 business days.

### **ARTICLE VII - ASSIGNMENT**

#### **7.1 – Assignment**

a. Regular District employees may apply for the job opening by submitting the appropriate web-based forms via the District's online application. Employees with a boilers license will receive preference for positions requiring a license. If no licensed

employee applies for a position requiring a license a non-licensed employee may apply for the position. If a licensed required position is filled by a non-licensed employee said employee shall have one year from the date of hire to acquire a license. Failure to acquire a license within the specified time may result in the demotion to the classification previously held by the employee. Until said employee acquires the required boilers license, they will remain at their current\_rate of pay. It is the responsibility of the employee to bring in the copy of the required licenses to the Supervisor of Buildings and

The duties and responsibilities may be discussed with the District, Union representatives, and the employee affected when deemed necessary.

Assignment of all employees shall be determined by the District and shall be done in the following manner:

**1st Engineer** Current employees who apply for a vacancy and are qualified will be interviewed for the position. The successful candidate will be selected using the following criteria: work history, evaluations, understanding of essential job functions, and other conditions as determined by the District. If all factors are equal as set forth by the employer, seniority will be the deciding factor, used in filling the position. Upon request, the District will provide the criteria utilized for selection.

**2nd Engineers** Current employees who apply for a vacancy and are qualified will be interviewed for the position. The successful candidate will be selected using the following criteria: work history, evaluations, understanding of essential job functions, and other conditions as determined by the District. If all factors are equal as set forth by the employer, seniority will be the deciding factor, used in filling the position. Upon request, the District will provide the criteria utilized for selection.

**Custodians** Current employees who apply for a vacancy and are qualified will be interviewed for the position. The successful candidate will be selected using the following criteria: work history, evaluations, understanding of essential job functions, and other conditions as determined by the District. Upon request, the District will provide the criteria utilized for selection. If all factors are equal as set forth by the employer, seniority will be the deciding factor, used in filling the position. Applicants from outside of the District will be screened and interviewed, and hired per district policy.

## **7.2 - Voluntary Transfers**

- a. If two employees mutually agree to request a lateral move or transfer within classification and shift, the District may approve such a request.
- b. The District will meet with the employee and with the Union, if requested, to explain a District denial of a requested move or transfer to another position.

**Note:** Employees voluntarily transferred, or employees who have submitted letters of interest for a lower classification recognize they will be paid at the advertised rate.

## **7.3 - Non-Voluntary Transfers**

(This section applies only to non-voluntary transfers for reason/s other than discipline, the district reserves the right to non-voluntarily transfer employees for disciplinary reason/s)

The District may non-voluntary transfer an employee to a vacant position of equal or less level. In the event no vacant position exists, the district may transfer the said employee to a swing position. Ten work days prior to the reassignment the District shall notify the employee and Local 400 Business Agent of the intended move, and the reason for the move. The employee may waive the 10 working days' notice, and accept the transfer prior to the ten days. The District may not transfer an employee for arbitrary and capricious reasons.

Upon notification of an impending non-voluntary transfer the employee may request a meeting with the District Human Resource Director to present their concerns with the impending transfer. The request for the meeting and the meeting itself must occur within the 10 working days' notice provided in section (a). During the ten (10) working days the employee shall remain in his/her current position.

The newly vacated position (opened as a result of the non-voluntary transfer) is subject to the application process per the Assignment clause of the CBA. If no qualified applicant applies the District reserves the right to assign/appoint the least senior qualified person to that position.

If all other qualifications, skills and abilities are equal between candidates applying for a voluntary transfer within the bargaining unit an employee who has been involuntarily transferred within the last 12 months shall be given preference for the position.

## **ARTICLE VIII - UNION ACTIVITY**

### **8.1 - Non-Discrimination**



No employee shall be discharged or discriminated against for upholding Union principles or rules, so long as such activity does not interfere with the efficient operation of the District.

### 8.2 – Picket Line

It shall not be a violation of this Agreement to refuse to cross a picket line and perform work in any instance:

- a. where the purpose of the picketing is lawful, established by a union on the job, and is duly authorized by the union so picketing, and is recognized by the union signatory hereto; and where the establishment thereof is not contrary to or in violation of any law.

### 8.3 – Picket Line Health and Safety Exception

In the event of any concerted activity, an engineer shall be obliged to enter each building and perform services for the District to insure the safety and welfare of the occupants.

### 8.4 – Personnel File

The employee shall have the right to review their personnel file and request a copy of the same. The employee shall make an appointment with the Human Resource Office to set a time to review the personnel file.

### 9.1 - Wages

## **ARTICLE IX - WAGES & UNION PENSION**

<b>Classification:</b>	<b>22-23</b>	<b>23-24</b>	<b>24-25</b>
<b>1st Engineer-HS / Paris</b>	\$20.93	\$21.56	\$22.10
<b>1st Engineer-Elem / MS</b>	\$20.60	\$21.22	\$21.75
<b>2nd Engineer-HS / Paris</b>	\$20.06	\$20.66	\$21.18

<b>2nd Engineer-MS</b>	\$19.90	\$20.50	\$21.01
<b>2nd Engineer-Elementary</b>	\$19.56	\$20.15	\$20.66
<b>3rd Engineer—HS</b>	\$19.86	\$20.46	\$20.97
<b>3rd Engineer—MS</b>	\$19.72	\$20.31	\$20.82
<b>2nd Engineer-Swing</b>	\$19.56	\$20.15	\$20.66
<b>Custodian--All Schools</b>	\$19.02	\$19.59	\$20.08

**Pension:** The Board shall contribute two dollars and sixty cents (\$2.60) to the pension fund as described above. All payments for pensions will be made to and information forms obtained from: Wintermute & Associates, P.O. Box 1976, Billings, MT 59103.

1. Amounts listed on the pay schedule are minimums only. District could increase any area however all employees covered by that section would receive the raise and new rate would automatically be incorporated into the CBA next time the contract is open. For example, if the District decided to increase 2<sup>nd</sup> Engineer pay by an additional \$.25 all current employees who are currently paid at that rate would get the increase i.e. the District could not give a raise to our favorite employee(s).

**9.2 - Longevity:**

Employees shall receive longevity based upon all the years within the bargaining unit. Employees eligible to receive a longevity payment during the subsequent school year shall receive their payment on July 1. For purposes of example only: If per the collective bargaining agreement an employee successfully completes their 5th year of employment with the bargaining unit on February 3, 2010, they will receive their longevity payment on July 1, 2009.


			<b>Effective Ratification 2023</b>
Anniversary of 3 years.			.03
Anniversary of 5 years.			.15
Anniversary of 10 years.			.20
			.30
Anniversary of 20 years.			.40
Anniversary of 25 years.			.53
Anniversary of 30 years.			.70
After 35 years			.85

### **9.3 - Funding Reopener**

The union recognizes that the Employer's ability to fund economic benefits contained in this agreement is dependent upon such contingencies as passage of special mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the Employer to fund economic and other benefits contained in this Agreement, the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact. It is agreed that if this provision needs to be utilized that this contract would be reopened only if two or more other employee contracts are also reopened.

### **9.4 – Higher Classification Pay**

When the first engineer, second engineer is absent for more than four (4) hours, the employee filling in from that building (assuming they are appropriately licensed) shall be appointed and assume the higher classification pay. For example, if a first engineer is absent for five (5) hours after the fourth (4<sup>th</sup>) hour the appropriate 2<sup>nd</sup> engineer in that building will automatically begin receiving the higher rate of pay for any time worked in the first minute after the 4<sup>th</sup> hour in that temporary position. The temporary

status change must be indicated on the employee's timecard. In the event the employee filling in is NOT licensed the wait period shall be doubled, (Eight (8) hours). The employee shall continue to receive the higher rate of pay until such time that the higher classified employee returns.

### **9.5 – Pay day**

Payday shall be every two weeks, the 15<sup>th</sup> and the last business day each month. If payday falls on a holiday or weekend, the last day worked prior to the holiday or weekend will be considered payday.

## **ARTICLE X - HOURS OF WORK**

### **10.1 – Workday/Week**

The workday for all full-time employees shall consist of eight (8) consecutive hours, exclusive of a lunch period of thirty (30) minutes. The work week for all full-time employees shall be five (5) consecutive days of forty (40) hours per week. Part-time, and current split-days employees including split-days replacements shall be excluded from the requirements of this provision. Swing employees may split days if agreed to by the employee.

### **10.2 - Overtime**

Overtime rates shall apply on all work done in excess of 8 hours per day or 40 per week. The overtime rate is one-and-one-half (1 1/2) times the regular rate and shall be paid hourly, or any quarterly fraction thereof, exclusive of the thirty (30) minute lunch period. For the purpose of calculating overtime the work week shall begin on Sunday at 12:00 AM and end on Saturday at 11:59 PM. Part-time and/or temporary employees shall be paid on a prorated basis.

**Scheduled:** Overtime scheduled in advance will be offered first to those employees who work in the building in which the overtime is scheduled. Overtime shall generally be given to the most senior employee who accepts the additional time. In the event no eligible employee wants to take the overtime, the district shall then go through the bargaining unit list and call by seniority to seek volunteers. If no employee from the bargaining unit list volunteers then the district has the right to compel the least senior qualified employee to work the overtime. It is recognized by the parties that at times specialized skills, or gender may necessitate a less senior employee being awarded the overtime.

**Unscheduled:** Circumstances may arise that necessitates an employee go into overtime status to address an issue on their specific run. During these circumstances seniority shall not be followed and the employee assigned the run will be offered the overtime.

In the event the employee responsible for the run is unable to stay and work Management shall seek volunteers from the building. If no eligible employee in the building wants to take the overtime the district has the right to compel the least senior qualified employee to work the time.

### **10.3 – Overtime Approval**

All overtime must be approved by the Supervisor of Buildings and Grounds or his designee.

### **10.4 – Call Back Pay**

When called back to work on any day, the callback shall be for a minimum of two (2) hours, and the employee shall be paid at the overtime rate for time worked.

### **10.5 – Engineer on Duty**

During the majority of the regular instruction day the District will make a reasonable effort to have an engineer on duty. During the extracurricular or for building rental purposes and engineer and/or custodial staff will be assigned as appropriate. The District reserves the right to determine when and how a position is to filled.

## **ARTICLE XI - HOLIDAYS**

### **11.1 – Holidays**

The following holidays will be given with pay if the employee is in a pay status (on sick leave, vacation, bereavement leave, or jury duty) on the workday prior to or on the workday following the listed holiday: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve afternoon, Christmas Day, New Year's Eve afternoon, New Year's Day, Memorial Day, July 4th, President's Day, and Good Friday.

### **11.2 – Holidays on a Weekend**

Should a holiday fall on a Saturday, all day Friday shall be a holiday. Should a holiday fall on a Sunday, all day Monday following shall be a holiday.

Christmas Eve afternoon (December 24) and New Year's Eve afternoon (December 31) shall be holidays only when that day is a regularly scheduled workday for the individual employee.

### **11.3 – School in Session**

Should the school calendar dictate that school is in session on any of the aforementioned days, representatives of the School District and representatives of the Union shall meet and mutually agree on other day(s) to be taken as holidays.

#### **11.4 - Emergency Callout Holidays**

Should weather or other conditions require attendance on the job for part or all of any of the holidays covered by this Contract (exclusive of a lunch period of 30 minutes) the person involved will be paid two and a half (2 1/2) times the regular hourly rate of pay. Weekend checkers are excluded from this provision but shall be entitled to be rescheduled for equivalent time off at their regular rate of pay.

### **ARTICLE XII - INSURANCE**

#### **12.1 - Insurance**

During the term of the agreement, employees shall receive the same monthly contribution as provided to the GFEA.

**Duration of Insurance Contribution:** An employee is eligible for School District contribution as provided in 12.1 above, beginning on the first business day of the month following the employee's first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

**Claims against the School District:** It is understood that the School District's only obligation is to make such contributions as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance coverage or benefits by an insurance carrier.

#### **12.2 – Insurance Committee**

The employees covered by this contract shall have a representative on the district insurance committee with full participation rights.

#### **12.3 – Insurance Effective Date**

Health and Hospitalization coverage for full-time employees will become effective the first business day the month following the employee's first day of work as a member of the bargaining unit.

#### **12.4 – Term Life Insurance**

The Board agrees to provide a \$20,000 Term Life Insurance policy on each full-time employee covered by this Agreement. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider.

## **ARTICLE XIII - VACATION**

(Vacation According to State Statute)

### **13.1 - Vacation**

Each full-time employee of the District is entitled to and shall earn vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have completed the probationary period. Persons regularly employed nine (9) or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service. Vacation leave credits shall be earned in accordance with the following schedule:

- a. From one (1) full pay period through ten (10) years of employment at the rate of fifteen (15) working days per year;
- b. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days per year;
- c. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days per year;
- d. After twenty (20) years of employment at the rate of twenty-four (24) working days per year.

### **13.2 – Part Time Employees**

Part-time employees are entitled to pro-rated annual vacation benefits.

### **13.3 – Leave is Protected Right**

It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provision of this law.

### **13.4 – Leave Requests**

Employees are encouraged to take vacation during the months of June, July, and August and holiday breaks.

Exception: Up through five (5) consecutive work days may be granted during the regular school year (September through May). Requests for vacation during the regular school year shall be submitted in writing to the Supervisor of Buildings and Grounds not less than seven (7) calendar days before the first day of the vacation

requested. The number of employees on vacation during the regular school term should at no time exceed three (3), but the District may allow up to five (5).  
Accumulation of Leave: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year (approximately mid-January). Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year (approximately March 31) in which the excess was accrued.  
An employee who terminates his employment for reason not reflecting discredit on himself shall be entitled, upon the date of such termination, to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 13.1.

### **13.5 – Leave Scheduling**

Written requests for the ensuing calendar year maybe submitted between November 15 and December 15<sup>th</sup> and posted during the first week in January. In the event multiple employees ask for the same date off seniority shall be the determining factor. Exceptions may be made for extenuating circumstances i.e. if the less senior employee is requesting time off for a date specific event for example a wedding. All leave requested after December 15 shall be determine on a first come first serve bases.

### **13.6 - Records**

A record of requested vacations will be kept in the Office of the Department of Buildings and Grounds.

### **13.7 – Change of Leave**

If a change in vacation time is desired, notification in writing must be presented to the Department of Buildings and Grounds, at least fifteen (15) calendar days prior to the originally-intended vacation.

### **13.8 - Limits**

The scheduling of vacations may be limited by the District dependent upon District or building work schedules.

## **ARTICLE XIV - SICK LEAVE**

(Sick Leave According to State Statute)

### **14.1 - Sick Leave**

Each full-time employee of the District is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two



thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days the employee may accumulate.

#### **14.2 – Qualifying Period**

An employee may not accrue sick leave credits unless they are in a pay status. Employees are not entitled to be paid for sick leave under the provisions of this provision until they have been continuously employed for ninety (90) days. Upon the completion of the qualifying period, the employee is entitled to the sick leave credits he has earned.

#### **14.3 – Part-time Employees**

Part-time employees are entitled to pro-rated leave benefits.

#### **14.4 – Temporary/Seasonal Employees**

Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

#### **14.5 - Termination**

An employee who terminates employment with the District is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the employee's salary or wage at the time he terminates his employment with the District. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971, and the payment therefore shall be the responsibility of the District. However, no employee forfeits any sick leave rights or benefits he had accrued prior to July 1, 1971. However, where an employee transfers between agencies with the District he shall not be entitled to a lump-sum payment.

#### **14.6 – Lump Sum Payment**

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

#### **14.7 – Immediate Family**

Sick leave may be used for personal illness or disability and also for illness or disability of the employee's immediate family. The immediate family shall be defined as father,

mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse. A doctor's verification may be required by the District for any paid employee sick leave used in excess of three (3) consecutive working days or in excess of six (6) working days in the last twelve (12) calendar months.

#### **14.8 - Abuse**

Abuse of sick leave is cause for disciplinary action up to and including dismissal as per State Statute.

### **ARTICLE XV - LEAVES**

#### **15.1 – Jury Duty & Witness Duty**

1. Employees called for jury or witness duty may be absent from duty without loss of pay or other benefits provided the employee has:
  - a) advised the immediate supervisor on the first day of work following the receipt of the jury summons;
  - b) submitted one copy of the jury summons at the time the request for absence is made on the proper District form (Request for Administrative Approval form); and
  - c) endorsed the jury duty fee payment, excluding reimbursement for travel, meals, and lodging, over to the District within sixty calendar days from the last day on which jury duty was served.
2. Failure to deliver the endorsed fee payment to the District within this time period shall result in the loss of wages for the period of absence.
3. Leave is provided for absence from duty with pay only for the time actually spent on jury or witness duty. Employees relieved for part of their duty day to participate in jury or witness duty must return to their assignment for the remainder of the day. Reasonable allowance for time to and from the courts will be taken into account. Employees who fail to return under these circumstances will be considered absent without leave and subject to disciplinary action.
4. Engineers/custodians who work a shift scheduled to go past 10:00PM, and are called to jury duty and attended jury duty 4 hours or less, than he/she shall report to work and the employee keeps the jury duty pay. If the jury duty lasts more than 4 hours, then the employee may be absent from duty without loss of pay or other benefits (Per the section above the employee must inform Buildings and Grounds Supervisor) and be paid jury duty leave and surrender jury duty pay to the District.

#### **15.2 - Bereavement Leave**

Each employee shall be allowed to use up to three (3) days at full pay for absences from school for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract.. Immediate family shall be defined as employee's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother, step child's spouse.

2. Bereavement leave as defined in Article 17, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.

3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 17, (above). Administration may require documentation. The Request for Administrative Approval must be completed.

4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

### **15.3 – Medical Leave of Absence**

A Medical Leave of Absence without pay is an approved absence from duty for reasons of verified medical disability.

Employees on medical leave of absence shall not accrue or benefit from any benefits including, but not limited to, sick leave, vacation leave, and health and hospital coverage.

Seniority rights shall continue to accrue while on leave of absence.

An employee may request a Medical Leave of Absence, on the proper District form, and the medical leave shall be approved if the request for the leave is accompanied by a written statement from a medical doctor which specifically states that the employee cannot perform the duties for which the employee is hired. The employee shall receive a written response to the leave request within a reasonable period of time of the disposition of the request.

If the employee has exhausted all accumulated sick leave and has not requested and been granted vacation leave and has not requested a Medical Leave of Absence and is unable to perform or return to perform the duties for which the employee is hired, the Board may place the employee on medical leave.

The length of the Medical Leave of Absence is for a period of up to one year, and may, upon request, be renewed or extended by action of the Board. The District may request a review of the employees' medical condition.

The employee's request for return to duty shall be accompanied by a statement from a medical doctor attesting to the employee's ability to resume District duties. There is no guarantee regarding building assignment upon return. However, an employee shall, upon return, be placed in the first available comparable position as far as classification is concerned or the employee may elect to take the first available position in a lesser classification. The District may place the employee directly into the former position without bidding.

An employee on medical leave because of a job-related accident shall immediately return to work when medically released. The District shall place the employee in the former position if it still exists, or if it does not exist, into a job in the same classification. When possible an employee shall be placed on early return to work plan per guidelines established in the safety handbook.

The employee may maintain, at no cost to the Board, Board health and hospitalization insurance provided the amounts of the premium are remitted prior to the elected beginning date of the leave or within thirty (30) calendar days after the first day of the leave if the District has placed the employee on Medical Leave, unless other special arrangements have been made in advance with the Business Office.

The employee may maintain, at no cost to the District, individual term life insurance coverage provided individual arrangements are made with the District within thirty (30) calendar days of the first day of Medical Leave.

Insurance Exception: For absences caused by job-related accidents the District will fully pay all insurance premiums for up to five (5) working days following the accident for employees who are not in a pay status.

#### **15.4 - Sick Leave Donation**

If eligible donor and receiver both have worked the required state law number of days to use sick leave, an employee shall have the right to donate, in writing, accrued sick leave to an employee within the Unit of their choice for the employee's personal illness or physical disability beyond the ill employee's own accumulated sick leave. No employee may receive more than twenty (20) days of donated sick leave during any school year. While using the twenty (20) days of donated sick leave, the employee

may not receive pay or compensation from any other plan in which the District participates in either in whole or part.

### **15.5 – Voluntary Leave of Absence**

A leave of absence without pay may be granted for a period of time not less than one (1) calendar month and not more than twelve (12) calendar months. Seniority rights shall continue to accrue while on leave of absence.

Employees on voluntary leave of absence shall not accrue or benefit from any benefits including, but not limited to, sick leave, vacation leave, and health and hospital coverage.

Written requests for formal leave of absence shall be submitted to the Director of Human Resources no less than thirty (30) calendar days preceding the effective date of the leave.

The employee shall notify the Director of Human Resources of the intent to return to work not less than thirty (30) calendar days before the leave of absence expires.

Failure to comply will result in loss of position as an employee of the District.

There is no guarantee regarding building assignment upon return. However, an employee shall, upon return, be placed in the first available comparable position as far as classification is concerned or the employee may elect to take the first available position in a lesser classification.

This provision is subject to Article VII Assignment.

### **15.6 - Personal Day**

All employees shall be granted two (2) Personal Leave Days on July 1 of each school year. The leave must be used by June 30th, and will not be carried over from year to year. The leave may be used in half day increments. During the normal school year, personal leave is to be used when advance notice of leave usage is impractical. At the end of the school year should the employee still have personal leave the leave shall be used in the same manner as vacation.

## **ARTICLE XVI - JOB STEWARD**

### **16.1 - Steward**

The Union may appoint a working employee as a steward. The Union shall immediately advise the employer in writing on making such appointment. The employer shall immediately notify the Union in the event of his termination. Stewards shall be given job security and shall not be discharged or laid off for performing duties as job steward in accordance with this Article. The job steward shall remain on the job as long as there is work in a classification he is capable of performing, providing,

however, he will not replace more senior employees. The job steward shall not have the authority to interrupt or stop any work.

## **ARTICLE XVII - PROBATIONARY PERIOD**

### **17.1 - Probationary Period**

In-district employees who have successfully completed their probationary period with the district and transfers into a position in the bargaining unit shall serve a 6-month probationary period. In the event an in-district employee transfers and is unsuccessful they shall be reassigned to a position similar to their original position. All others serve a 1 calendar year probationary period.

### **17.2 - Just Cause**

After successful completion of probation by new employee, no employee will be disciplined, reprimanded, warned, reduced in compensation, suspended, or terminated without just cause.

## **ARTICLE XVIII - REST BREAK**

### **18.1 - Breaks**

A rest break of fifteen (15) minutes shall be granted approximately midway through the first half of a shift and a fifteen (15) minute rest break shall be granted approximately midway through the second half of a shift. Employees may not use their breaks and or lunch to shorten their shift.

## **ARTICLE XIX - ELECTION OF STATUTORY OR CONTRACTUAL PROCEDURES AND WAIVER**

### **19.1 - Waiver**

In the event that an employee is disciplined, reprimanded, warned, reduced in compensation, suspended, terminated, laid off, reduced in force, not recalled or affected by any other adverse District action, the employee and his/her collective bargaining representative, Operating Engineers Union, together and as one, shall have the right to pursue either statutory or contractual grievance procedure rights and remedies, but not both. In the event that the employee and the Union, or either one alone, formally initiate any statutory, judicial or administrative proceedings against or involving the District, it is expressly agreed that all contractual grievance procedures contained in this Agreement are forever waived, shall not apply, and shall have no

force or effect. In the event that the contractual grievance procedure is initiated, the signed grievance shall contain an acknowledgment that all statutory procedures, statutory rights, and statutory remedies are expressly and forever waived.

## **ARTICLE XX - GRIEVANCE PROCEDURE**

### **20.1 - Definition**

A grievance is a signed, written complaint on an appropriate form alleging a dispute between the parties involving the application, meaning, or interpretation of this Agreement. There shall be no suspension of work, but such alleged breach shall be treated as a grievance and shall be settled in the following manner:

1. The affected employee and his representative if desired and the immediate supervisor for the District shall endeavor to adjust the matter within five (5) working days from the date the alleged grievance arose, or within five (5) work days from the time the grievant became aware of the matter. The immediate supervisor shall give his answer within five (5) work days from receipt of the complaint.
  
1. If the matter is not resolved under the preceding provision or if the immediate supervisor fails to give his answer within the time provided, the aggrieved employee and his representative if desired shall have five (5) working days to reduce the grievance to writing and present same to the District. The District shall arrange to meet with the aggrieved and employee representative if desired within ten (10) working days. The District shall give a decision on the matter in writing within five (5) working days from the date of the meeting.
  
1. If the matter is not satisfactorily resolved as provided for in the preceding provision, the Union may, within ten (10) additional working days, refer the matter to the Board of Trustees. This submittal shall be in writing and shall have attached thereto all statements and documents which have been part of the grievance record up to that time, and any other statements and documents that relate to the alleged violation. The employee and the designated official of the Union and the Board of Trustees or their agents shall meet as soon as mutually convenient but not later than ten (10) working days, and make an effort to resolve the dispute on a mutually satisfactory basis. This step may be by-passed by the mutual agreement of the District and the Union.
  
1. If the matter in dispute is not resolved or disposed of within twenty (20) working days from the date of the initial meeting with the Board of Trustees or their agents, or if Step 3 is by-passed, the Union may provide written notice to the Board of Trustees within an additional ten (10) working days that arbitration of the issue is desired.

1. If the Union and the District cannot agree as to the arbitrator within five (5) working days from the date of written notification of the Union's desire to pursue arbitration, the District shall notify the Board of Personnel Appeals of the need for an arbitrator and shall request a list of five (5) names. Within ten (10) working days of the receipt of the list from the Board of Personnel Appeals, the Union and the District shall select an arbitrator. The Union shall first strike one (1) name from the list, and the District shall strike the second name; the Union shall strike the third name, and the District shall strike the fourth name. The remaining name shall be the arbitrator of the grievance. The District shall notify the Board of Personnel Appeals of the name of the selected arbitrator.
  
1. Rules of procedures to govern the hearing shall be fixed by the arbitrator, and the award when signed by the arbitrator shall be final and binding.
  
1. Nothing contained herein shall be construed to circumvent the right of an employee to take up a grievance with the employer and have the same settled without the provisions of this Agreement.
  
1. The arbitrator shall have no power to add to, subtract from or alter in any way the express terms of this Agreement nor imply any restrictions or burden to any party that has not been assumed in this Agreement. The Union shall not be permitted to assert in any such arbitration proceedings any ground not specified in the original written grievance. The District nor the Union shall rely on any evidence not previously disclosed to the other party.
  
1. Each party shall bear the expense of preparing its own case and the expense of its representatives at the arbitration hearing. The fee and expenses of the arbitrator shall be shared jointly and equally between the District and the Union.
  
1. The parties hereto may mutually agree to extend any of the time limits set forth herein.

## **ARTICLE XXI - SAVINGS CLAUSE**

### **21.1 – Saving Clause**

In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

The parties agree to meet promptly for the purpose of negotiation on any issues developed as a result of conflicting state or federal law.

## **ARTICLE XXII - AMENDMENTS TO THE CONTRACT**

### **22.1 - Amendments**



This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Discussion will be limited to that item or those items that are agreed upon to discuss before opening. Such amendment shall be agreed to by both parties, reduced in writing, stating effective date of amendment, and be executed in the same manner as is this Agreement.

### **ARTICLE XXIII - EFFECT**

#### **23.1 - Effect**

It is further agreed and understood that this Agreement shall be in full force and effect upon ratification through the 30th day of June, 2025 and until such further time as a new contract is entered into and contained in full force and effect, unless either of the said two parties gives written notice sixty (60) days prior to the expiration of the Agreement.

### **ARTICLE XXIV - STRIKES AND LOCKOUTS BARRED**

#### **24.1 - No Strike**

The Union agrees that it will not cause or authorize any strike or concerted activity to occur during the life of this Contract. The Board agrees that it shall not lock out any employee covered by this Contract.

#### **24.2 - Strike Notification**

In the event of any strike or concerted activity, the Union agrees to notify employees violating this provision as soon as possible that such activity is not authorized by the Union and is a possible violation of this Contract.

### **ARTICLE XXV - MANAGERMENTS' RIGHTS**

#### **25.1 – Management Rights**

It is understood and agreed that all functions, rights, powers, or authority of the administration of the District which are not limited by the express language of this Contract are retained by the Board. Neither this Contract nor the act of any meeting, conferring, or negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. Management of the District and the direction of its employees are vested exclusively in the Board in all such areas but not limited to the following:

- a. Direct employees covered by this Contract;
- b. Hire, retain, promote, transfer, suspend, discharge, and assign employees;

- c. Relieve employees from duty because of lack of work or loss of revenue;
- d. Establish, modify, delete, and enforce reasonable rules and regulations;
- e. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others, and the places and the manner in which it is to be performed.

All employees are protected by the language of this Contract. The above language does not supersede other Contract language.

**25.2 – Employee and Student Safety**

The District reserves the right to request the immunization status or records of employees. In the event the records are not available, or the employee declines the District shall comply with the directives of the properly authorized Health Agency when dealing with a contagious illness. Failure to provide such documentation will result in the individual not being able to report to work until released by a doctor. The individual may use accumulated sick leave, annual leave, or leave without pay while waiting to return to work.

**ARTICLE XXVI - SIGNATURE**

IN WITNESS THEREOF: The parties hereto acting by and through their respective officers or representative have hereto set their hands and seals the day and year written below:

GREAT FALLS PUBLIC SCHOOLS

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
Local 400:

NAME:     Luke Diekhans    

NAME:     Steve Gross    

TITLE:     HR Director    

TITLE:     Business Manager    

SIGNATURE:     *Luke Diekhans*    

SIGNATURE:     *Steve Gross*    

DATE:     08 / 29 / 2023    

DATE:     08 / 29 / 2023    

NAME:     Gordon Johnson

TITLE: GFPS Board Chair

*Gordon Johnson*  
SIGNATURE: \_\_\_\_\_

DATE: 08 / 29 / 2023

# Signature Certificate

Reference number: K14WE-HHCIQ-DFZYM-CSTAG

## Signer

## Timestamp

## Signature

### Steve Gross

Email: steve400@oe400.com

Sent: 28 Aug 2023 23:12:01 UTC  
Viewed: 29 Aug 2023 12:52:01 UTC  
Signed: 29 Aug 2023 12:53:38 UTC



### Recipient Verification:

✓ Email verified 29 Aug 2023 12:52:01 UTC

IP address: 206.127.114.230  
Location: East Helena, United States

### Gordon Johnson

Email: gordon\_johnson@gfps.k12.mt.us

Sent: 28 Aug 2023 23:12:01 UTC  
Viewed: 29 Aug 2023 17:23:27 UTC  
Signed: 29 Aug 2023 17:23:54 UTC



### Recipient Verification:

✓ Email verified 29 Aug 2023 17:23:27 UTC

IP address: 75.143.212.183  
Location: Great Falls, United States

### Luke Diekhans

Email: luke\_diekhans@gfps.k12.mt.us

Sent: 28 Aug 2023 23:12:01 UTC  
Viewed: 28 Aug 2023 23:12:04 UTC  
Signed: 29 Aug 2023 18:25:17 UTC



IP address: 209.181.10.226  
Location: Billings, United States

Document completed by all parties on:

29 Aug 2023 18:25:17 UTC

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