

# *Negotiated Agreement*

*2024-2025 Contract Year*

*Between: Miles City  
Unified School District  
Board of Trustees*

*And the Miles City  
Unified School District  
Support Staff Association*

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THIS AGREEMENT is entered into the day 1st of July, 2024, by and between the Board of Trustees, Miles City Unified School District, Miles City, Montana, hereinafter called the "Board", and the Miles City Unified School District Support Staff Association.

## ARTICLE I

### 1.1. Association Recognition:

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

### 1.2 Appropriate Unit Definition:

The appropriate unit consists of all full-time clerical and secretarial employees, receptionists and bookkeepers listed in Addendum "A" attached to this Agreement. Supervisory and confidential employees as defined by law are excluded.

Employees listed in Addendum "A" shall retain membership in the appropriate unit if reduced to part-time status provided that scheduled benefits will be prorated with time worked. (Exception: insurance will be awarded as per Article X, Insurance, of this Agreement.)

### 1.3 Employee Definition:

Unless otherwise identified, the term "employee", when used hereinafter in this Agreement shall refer to all employees in the appropriate unit as defined above.

## ARTICLE II

### 2.1 Right to Organize:

The Board agrees that individual employees have full freedom of association, self-organization, and the designation of representatives of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization.

### 2.2 Association Business:

Representatives of the Association and its affiliates will be permitted to transact Association business on school property provided this does not interfere with or disrupt normal operations.

Use of school facilities for meetings shall be through arrangement and permission of the building principal or supervisor.

Mail boxes and bulletin boards for Association use will be designated at each building by the principal or supervisor.

### 2.3 Association Leave:

Employees covered by this Agreement may use Association leave days to conduct and carry out business of the Association as representatives of the Association. Not more than four (4) employees may be absent at a given time. A total of eight (8) Association leave days shall be available for any given year beginning with the effective date of this contract. Not more than five (5) days may be used during the school year. Use of such leave days are considered leave with pay and are at the discretion of the Association provided 24 hours' notice is given in writing to the Superintendent. Additional days may be available upon request to the Superintendent.

## ARTICLE III

### 3.1 Other Payroll Deductions:

Upon written authorization from the employees, the Board shall deduct from the salary of any employee and make appropriate remittance for the annuities, insurance, or any other plans or programs approved by the district.

## ARTICLE IV

### 4.1 Management Rights:

The exclusive representative recognizes the prerogatives of the school district to operate and manage its affairs in such areas as, but not limited to:

The direction of employees;

The hiring, promoting, transference, assignment, and retention of employees;

The right to relieve employees of duties because of lack of work or funds or under conditions where continuation of such work is inefficient and non-productive;

The maintenance of efficiency in government operations;

The determination of the methods, means, job classifications, and personnel by which government operations are to be conducted;

The right to take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;

The right to establish the methods and processes by which work is performed.

## ARTICLE V

### 5.1 No Strike:

The Association and the Employer agree that there will be no stoppage of work, lay-off, or lockout during the term of this Agreement.

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## ARTICLE VI

### 6.1 Association Activities:

The Board will not discriminate against any employee with respect to wages, hours, fringe benefits, or other conditions of employment because of his or her membership in the Association or participation in any of its activities.

### 6.2 Appearance before Employer:

An employee shall be afforded all of the rights of due process. An employee shall be given prior notice of the reason for any meeting or interview, which could adversely affect his/her employment status and shall be advised in advance of the right to Association representation.

### 6.3 Uniform Application of Rules and Regulations:

All rules and regulations governing employees covered by this contract will be interpreted and applied uniformly throughout the district.

### 6.4 State and Federal Rights:

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

### 6.5 Board Policy Books:

The Association or officers of the Association shall be provided with a District Policy Manual and any updates or changes which occur.

## ARTICLE VII

### 7.1 Grievance Definition:

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions in the Agreement.

### 7.2 Grievant Definition:

A "grievant" is an employee or group of employees.

### 7.3 Representative:

The employee, administrator, or School District may be represented during any step of the procedure by any person or agent designated by such party to act in his behalf.

### 7.4 Definitions and Interpretations:

1. Extension: Time limits specified in the Article may be extended or reduced by mutual written agreements.
2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law or school calendar.
3. Computation of Time: In computing any period of time prescribed or allowed by procedure herein, the date of the act, event, or default from which the designated period of time begins to run shall not be counted, unless it is a Saturday, Sunday, or designated holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or designated holiday.
4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the U.S. Postal Service within the time period.



## 7.5 Time Limitation and Waivers:

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the immediate supervisor setting forth the facts and the specific provision(s) of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the occurrence or the first knowledge of the event giving rise to the grievance. Failure to file any grievance within such a period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the immediate supervisor.

## 7.6 Adjustment of Grievance:

The School District and the employee shall attempt to adjust all grievances, which may arise during the course of employment of any employee within the School District in the following manner:

1. Level I: If the grievance is not resolved through informal discussions, the immediate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after the receipt of the written grievance.
2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such an appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or his designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten (10) days after the meeting, the Superintendent or his designee shall issue a decision in writing to the parties involved.
3. Level III: If the grievance has not been resolved at Level II, the grievance may be appealed to the Board of Trustees for consideration. The Board of Trustees shall review the grievance and the Board or committee or representative(s) thereof shall within ten (10) days, meet to hear the grievance. After this meeting, the Board of Trustees shall have a maximum of ten (10) days in which to answer the grievance in writing.

4. Level IV: If a grievance pertaining to Article I, Article II, Article III, Article VI, Article VII, Article IX, Article X, Article XI, Article XII, Article XIII, and Article XIV remains unresolved at the conclusion of Level III, and if the association so determines, it may be submitted to arbitration under the following guidelines:
- i. Written notice of the request for submission to arbitration shall be delivered to the Board within ten (10) days after the date of receipt of the decision at Level III.
  - ii. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten-(10) day period, a request for a list of arbitrators may be made to the Board of Personnel Appeals by either party. Within five (5) days of receipt of the list, each party shall alternately strike names from the list, and the name remaining shall be the arbitrator.
  - iii. The arbitrator shall consider the grievance and render a decision, which shall be final and binding upon the parties.
  - iv. The arbitrator shall have no power to add to, subtract from, or alter or vary in any way the express terms of this Agreement, nor imply any restriction or burden against either party that has not been assumed in this Agreement.

#### 7.7 Arbitration Costs:

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs of the transcript. If both parties request transcripts, they shall share equally the costs.

### 7.8 Exceptions to Time Limits:

1. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.
2. Grievances involving alleged errors in salary are deemed continuing grievances with each salary payment constituting a separate occurrence, which may form the basis of a complaint.
3. Notwithstanding the expiration of the Agreement, any claim or grievance may be processed through this grievance procedure until resolution.

### 7.9 No Reprisals:

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

### 7.10 Cooperation of the Employer:

The Board and the administration will cooperate with the Association in its investigation of any grievance, and further will furnish the Association such information as is requested for the processing of any grievance. No employee involved in the investigation, processing, or hearing of any grievance shall suffer loss of salary or benefits.

### 7.11 Personnel Files:

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

## ARTICLE VIII

### 8.1 Evaluation Procedures:

The District will establish an evaluation procedure, which will recognize employee skills, industry and performance of duties within the system. Each employee shall be assigned to a building principal or supervisor for evaluation.

The evaluation instrument shall be developed by the Administration with input from employee representatives and approved by the Board of Trustees.

### 8.2:

All employees shall, at the time of employment, be given a copy of this Agreement.

### 8.3:

All monitoring or observation of the employee's activities shall be conducted openly and with the employee's full knowledge and awareness.

### 8.4 Probationary Period:

1. The employer shall have three (3) months to evaluate a new employee to determine the individual's competency.
2. During the probationary period, an employee will be provided an evaluation by the appropriate (designated) supervisor. The supervisor shall indicate improvement expected on an evaluation form, which shall be signed by both parties.
3. At any time during the probationary period, an employee may be separated without recourse to the grievance procedure unless there was a conflict or violation of paragraph 2 of this Article.
4. Reason for dismissal shall be in writing and a copy shall be given to the employee at the time of dismissal by the administrative supervisor.

### 8.5 Number of Evaluations:

1. A probationary employee shall receive an evaluation within the first three-(3) months of employment.
2. An employee who has passed the probationary period shall receive a minimum of one (1) evaluation annually.

## 8.6 Evaluation Process:

1. Evaluations shall be reduced to writing and shall identify any improvements needed and the evaluator shall provide specific suggestions and assistance for improvement.
2. Written evaluations shall be addressed by a conference between the employee and the evaluator within five (5) days of the evaluation.
3. No copy of the evaluation report shall be placed in an employee's file unless it has been signed by the employee to signify having seen and read it.
4. An employee shall have the opportunity to attach written and signed comments regarding the evaluation in the employee's file.

## 8.7 Termination:

1. A probationary employee may be terminated without recourse at any time within the three-(3) month probationary period, provided an evaluation within the terms of Section 8.4 has been provided.
2. Post-probationary employees shall not be disciplined, discharged or terminated without cause. Reason(s) for discipline, discharge, or termination shall be in writing and available to the employee. Post-probationary employees are entitled to receive at least two warnings and/or reprimands prior to termination except in cases of gross misconduct in Subsection 3 below.
3. Pre-requisite to termination of an employee, the following will be observed:
  - a. The employee will have been properly and fairly evaluated.
  - b. Deficiencies in the performance of the employee were pointed out to him/her by his/her supervisor, who gave reasonable assistance to the employee in overcoming such deficiencies.
  - c. The employer reserves the right to enact immediate discharge in case of gross misconduct when in the employer's judgment such conduct may be detrimental to the safety or welfare of students or other employees. Insubordination shall also be cause for immediate termination.

## ARTICLE IX

### 9.1 Seniority:

All employees shall accrue seniority dating from the initial date of their employment in the district. Regular recurring layoffs during the summer break and/or Board approved unpaid leaves of absence shall not be considered an interruption of service for purposes of calculation of seniority.

A seniority list will be maintained and shall be posted in a conspicuous place in each building.

### 9.2 Vacancies and Transfers:

1. A transfer is change of an employee from one site or assignment to another site or assignment within the appropriate unit.
2. A vacancy is any position either newly created or a present position to be filled that is not filled.

### 9.3:

All employees shall give ten (10) working days notification to the Superintendent of their intended resignation. Thirty (30) days notice is required to meet provisions for professional compensation (See Article XIV, 14.1, a).

### 9.4 Postings:

Vacancies shall be posted on the Association Bulletin Board in each building for a period of three (3) working days. Said posting shall contain the following information:

1. Location of vacancy
2. Starting date
3. Description of assignment
4. Closing date

In the event a vacancy should occur during the summer, the District shall notify the payroll clerk, or if the payroll clerk is absent, the District Administrative Assistant will notify Association Members by mail. Upon notification Association members will have three (3) working days to apply.

## 9.5 Transfers within the Bargaining Unit:

1. All transfer applications by employees will be reviewed and **all** current employees will be interviewed for a posted vacancy prior to offering the position to the public.

If two or more current employees are acceptable for a transfer the most senior employee shall be offered the transfer.

The District may, after giving first consideration to all transfer applications, seek new applicants for any vacant position.

Employees who apply but are not selected for a vacancy shall receive, in writing, notification of their non-acceptance including reasons.

2. Involuntary transfers shall be made only after volunteers are given consideration for transfer. The District shall notify the affected employee thirty (30) days in advance of any involuntary transfer.

## 9.6 Layoffs and Recall:

Layoffs may occur due to a lack of duties or funds or under conditions where a continuation of such work would be inefficient or non-productive.

Seniority shall be considered in determining layoffs provided senior members have skills and qualifications to fill positions vacated by least senior members. If qualifications are equal, seniority shall determine layoff.

Employees shall be notified in writing at least thirty (30) days in advance if they are to be laid off. The written notice shall contain the reasons for the layoff.

Recall procedures shall consider qualifications and seniority in determining order of recall to a given position. If qualifications are equal, seniority shall determine recall.

Notice of recall will be given by registered mail to employees who have been laid off for a period of one (1) year from day of layoff.

## 9.7 Subcontracting:

No employee will be laid off or have hours reduced as a result of the employer subcontracting any work performed by employees covered by this Agreement.

## 9.8 Job Sharing:

Job sharing is defined as an employment situation in which two employees are functioning as a full-time equivalent under a single job. The work time and duties of each employee in a job sharing are equal. First priority for a job sharing assignment shall be afforded any employee(s) notified of a layoff or reduction of hours in accordance with 9.6.

## ARTICLE X

### 10.1 Health Insurance:

1. The District will share the cost of monthly Health insurance premiums with the Employees. The District shall pay \$1250.00 towards the HDHP insurance plan, on a monthly basis.

If the Employee is on the HDHP health plan, the district will make a dollar for dollar matching contribution up to a maximum of \$250.00 annually towards Health Savings Account.

2. It is understood by and between the Association and the District that this group health insurance plan is made available as a group benefit to the employees and their dependents. The employee entitlement is to the benefits offered by participation in the plan, and not to any dollar amount.
3. The District will pay the agreed upon monthly premium of classified staff that work 17.5 or more hours per week.
4. The District's contribution toward the monthly premium shall cease upon the employee's termination of services with the District.
5. Retired employees will be eligible to purchase health insurance coverage at the current composite rate until Medicare eligible or the Cobra coverage lapses, whichever comes first.

### 10.2 Selection of Program:

The Board shall accept the input from the Association regarding the insurance carrier and policy prior to selection.

### 10.3 Flexible Benefits:

A flexible benefits account shall be established by the District for the benefit of all employees. The set-up fee for the plan will be paid by the District. The District will pay for maintenance of this plan for each participating employee. The plan will include coverage such as insurance premiums not paid by the District, health care costs not covered by the insurance and qualifying dependent child or elderly care.



## ARTICLE XI

### 11.1 Sick Leave: (2-28-618 MCA)

1. Sick Leave Defined: "Sick Leave" is defined as a leave of absence with pay for a sickness by an employee or his immediate family.
2. Sick Leave Credits: Each permanent full-time employee covered by this Agreement earns credits for sick leave at the rate of 12 working days each year of service, which is deemed to be equal to 2,080 hours. This means that employees earn sick leave at the rate of 96 hours per year, or approximately .37 hours per day of employment (.046 hours per hour). Over-time hours and hours worked beyond forty hours per week are not counted. Credits are accumulated from one year to the next, with no maximum. Sick leave shall be credited at each pay period.

The credits are earned from the first day of employment, but employees are not entitled to take paid sick leave until they have been continuously employed for 90 days. Sick leave cannot be earned while on leave-without-pay status.

3. Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
4. Payment for Termination - Transfer: Upon termination of employment, or death, employees or their estate shall receive lump-sum payment equal to  $\frac{1}{4}$  of all days of accumulated and unused sick leave at their current rate of pay.
5. Abuse of Sick Leave: "Abuse" of sick leave is cause for dismissal and forfeiture of lump-sum payment.
6. Employees may contribute up to ten (10) days sick leave annually to an individual or individuals who has or have exhausted all sick, vacation and personal leave and are members of the Support Staff Association. When an employee has a need for donated sick leave days, he/she must contact the building principal or supervisor and he/she must approve the request. The approved request is then passed on to the designated Association representative who then gives it to the Central Office. Days used will be in order of submission.

11.2 Annual Vacation Leave: (2-28-611 ET seq MCA)

1. Annual Leave Credits: Annual leave credits for covered employees are earned as follows:

<u>Years of Employment</u>	<u>Days Credit 10 Month</u>	<u>Days Credit 12 Month</u>
1 day through 10 years	12½	15
10 years through 15 years	15	18
15 years through 20 years	17½	21
20 years +	20	24

2. Annual leave can be accumulated to a total not to exceed twice the maximum number of days earned annually as of the end of the first pay period of the next calendar year, but annual leave time in excess of the maximum is not forfeited by the employee if it is taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.
3. Annual leave credits are earned from the first day of employment, but employees cannot take paid leave until they have been continuously employed for six calendar months. Annual leave cannot be earned while the employee is on a leave-without-pay status.
4. Pay Out for Termination: An employee who has worked the six month qualifying period, is entitled to be paid for unused annual leave upon termination of employment at his/her current rate of pay. (Termination must be for a "reason not reflecting discredit on the employee".) In the event of death of an employee, unused vacation leave shall be paid to the employee's estate at his/her current rate of pay.
5. Holidays occurring while an employee is on paid vacation will not be charged as vacation.
6. Determination of Annual Leave Dates: The times when annual leave can be taken are determined by mutual agreement between the principal or supervisor and employee.

11.3 Bereavement Leave:

1. In the event of death in the employee's immediate family, an employee will be granted up to five (5) consecutive day's leave of absence with pay and such time shall not be charged against any other leave with pay. Such leave may be extended under special circumstances by the Superintendent.
2. Such leave will be requested from the immediate supervisor by the employee.
3. An employee's immediate family includes: spouse, parents, grandparents (including all generations), brothers, sisters, children, grandchild (including all

generations), step-relations, and all the same relations of the employee's spouse in like degree.

4. A total of three (3) days per year shall be allowed, the days to be deducted from sick leave, for a death of a Support Staff's close family friend. If circumstances warrant the need for additional days, requests will be made through the Superintendent's office and will be handled on an individual basis.

#### 11.4 Personal Leave:

Each employee shall be granted leave at full pay for personal reasons, which require his/her absence during working hours. Barring emergency situations, forty-eight (48) hours' notice is required. Personal leave will be granted at the rate of two (2) days per year for all employees. At the completion of his/her fifth year of employment with the District, personal leave will be granted at the rate of three (3) days per year for employees.

Personal leave will not be granted the first five (5) days of the school year or the last three (3) days of the school year without the approval of the Superintendent.

Employees may carry over one day of unused personal leave to the next school year. Leave may not exceed a maximum of four (4) personal leave days per year when an employee is eligible for 3 days per year. Employees will not be monetarily compensated for unused personal days at the end of the school year.

#### 11.5 Leave for Civic Duties:

Employees shall be granted leave for jury duty and service as witness as provided by state law 2-18-619, MCA.

#### 11.6 Extended Leaves of Absence:

Employees with a minimum of three years as of March 1 (school years of ten months) experience in the school district may apply for unpaid leave of absence. The granting of such leave shall be the sole discretion of the school district. Upon the granting of such leave, it will be the responsibility of the employee to contact the District (Superintendent) every 90 days as to their intent in continued employment with the district. The unpaid leave shall not exceed 12 months. Employees will return after a leave of absence with no reduction in salary and no change of position.

#### 11.7 Military Leave:

Military leave shall be granted pursuant to applicable law.

#### 11.8 Family Medical Leave Act:

Extended leaves of absence without salary for certain family and medical reasons will be provided pursuant to the Family Medical Act of 1993.

## ARTICLE XII

### 12.1 Work Day:

Except as otherwise provided in this Agreement, the workday shall consist of eight (8) hours in a twenty-four hour period. In addition, each employee shall receive one uninterrupted 15-minute rest period during the first four hours and one uninterrupted 15-minute rest period during the last four hours of an eight-hour shift, or shall receive one uninterrupted half hour rest period during an eight hour shift. After giving notification to the appropriate supervisor, employees have the right to leave the building during a rest period. Specific work times may be mutually agreed upon by the supervisor and the employee. The building administrator shall have the authority to permit divergence by employees from the regular workday.

### 12.2 Work Week:

The work week shall consist of up to forty hours per week with a minimum of two consecutive days off in each seven days. The days of rest will be Saturday and Sunday. An alternative schedule may be established by mutual agreement of the individual employer and his/her Supervisor, providing such arrangement is approved by the District Superintendent. If overtime is needed, it must be pre-approved by the Principal/Supervisor.

### 12.3:

The District may, as an alternative to staff reduction, reduce the length of a workday or a workweek. Employee benefits will be pro-rated in ratio to time worked. Employees shall be given thirty-(30) day written notice prior to any reduction of hours or days.

### 12.4 Ten-Month Contracts:

All current ten-month employees shall be notified of their contract year starting and ending dates no later than July 1st of each year. New hires will be notified of their contract starting and ending dates as soon as possible after their respective date of hire.

## 12.5 Holidays:

Employees shall receive the following paid holidays:

Labor Day	December 26 & 27	Easter Monday
November 27	New Year's Eve Day	April 11- PIR
Thanksgiving Day	New Year's Day	Independence Day
Friday after Thanksgiving	Winter Break February 27 & 28	Memorial Day
Christmas Eve Day	Easter Friday	
Christmas Day		

If school is in session on any of the above days, such day shall not be considered a holiday. If a scheduled holiday falls on a school day an alternate school holiday shall be granted.

Employees not on a twelve-(12) month contract will not be eligible for the Independence Day holiday.

In addition, any holidays declared by the Superintendent of the district for employees covered by this agreement shall be paid holidays.

Any new holidays approved by the Congress and President of the United States will be added to the list of current contract holidays, provided that school is not in session.

If a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If a holiday falls on a Sunday, the following Monday will be considered the holiday. On a day before a holiday, employees covered under this Agreement may have the right to leave one and three fourths (1 3/4) hours before the end of the work day or fifteen (15) minutes after the student day whichever is later. If the employee uses vacation leave on that day, the vacation used will be the 8-hour work day minus the early-out hours.

When Christmas Day and New Year's Day fall on a Saturday and Christmas Eve and New Year's Eve fall on the previous Friday, the Christmas Day and New Year's Day holidays will be on the following Monday. When Christmas Eve and New Year's Eve fall on a Sunday and Christmas Day and New Year's Day fall on Monday, then the Christmas Eve and New Year's Eve holidays shall be the previous Friday.

## *ARTICLE XIII*

### 13.1 Salary Schedule:

Effective for the 2024-2025 school year, beginning July 1, 2024, each current employee starting employment prior to March 1, 2024, will receive a \$.50 hourly increase to his/her current hourly wage. Anyone starting employment between March 1 and June 30, 2024, will receive the negotiated hourly increase after (90) ninety days, if they have had positive evaluations by their supervisors. For (10) ten-month employees, the non-worked time during the summer months will not count toward the (90) days. Those starting employment after June 30, 2024 will not receive the negotiated raise but will start at the entry-level wage.

Effective July 1, 2024, the following beginning hourly wage scale shall be in effect:

2024-2025 Beginning Hourly Wage

Level I      \$ 12.25

No employee is paid less than the base hourly wage; all existing employees in our group, below the base hourly wage, will be brought up to the greater of the base wage of \$12.25 per hour or their currently hourly wage plus the \$.50 per hour increase for 2024-25.

13.2 Longevity:

After 20 years: Increase to 2% (from 1%) (page 19 – 13.2).

Effective as of the 2024-2025 school year, a current employee who has completed 10 (ten) years of continuous service to the District is eligible to receive a 1% increase on their hourly wage at the beginning of the 11<sup>th</sup> year of service. At 15 years of service, the employee will receive an additional 1% increase. At 20 years of service, the employee will receive a 2% increase on their hourly wage.

Every five (5) years thereafter, a current employee will be eligible to receive a 2% increase on their hourly wage. All current employees who currently have over 20 years of service will receive this additional 1% for the 2024-2025 school year.

13.3 Level Assignment/Salary Step Assignment:

Level I:

All Secretaries

13.4 New Hires and Transfers:

All new employees will start at the beginning wage scale for their position. Current employees transferring from one position to another within their unit will stay at their current rate of pay.

13.5:

All terms and provisions of the salary schedule shall be applied equitably.

13.6 Overtime:

1. Employees requested to work in excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1½) times their normal rate of pay for the additional time worked.
2. Employees will not be required to suspend work during their regular hours to absorb overtime, except upon mutual agreement between the supervisor and the employee.

3. By mutual agreement between employee and supervisor, comp time may be arranged instead of overtime.
4. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.
5. When required to work on Sundays or holidays, employees shall be paid at two (2) times their regular rate of pay.
6. Call Out: In the event that the employer calls back an employee before the start of the employee's scheduled normal work day, or after completion of the employee's scheduled normal work day, or on a scheduled day off, the employee shall be paid for a minimum of 2 hours at the time and one and one-half (1½) rate, unless call out occurs on a Sunday or holiday, then the employee will be paid at two (2) times his/her normal rate.
7. Overtime shall be paid in one-half (½) hour increments.

1 - 30 minutes = ½ hour  
31 - 60 minutes = 1 hour

### 13.7 Pay Day:

Payroll checks shall be issued on the 20th day of each month unless the 20th falls on a weekend or holiday, in which case payment will be made on the last preceding workday.

If an employee is to be gone during a pay period, he/she can make arrangements in writing to do one of the following:

- a. Have the check deposited directly into his/her checking account;
- b. Leave a forwarding address;
- c. Leave a note authorizing another person to pick up the check.

### 13.8 Travel Log:

All employees will be issued a monthly travel log to keep track of any travel that must be done in the course of their jobs for school business. The travel pay will be at the state rate.

## ARTICLE XIV

### 14.1 Professional Compensation – Severance/Retirement:

In order to qualify for this provision, the employee will have to meet the following criteria.

- a. A support staff employee shall submit a written resignation to the District 30 days prior to the desired resignation or retirement date.

A support staff employee may resign with less than (30) thirty days notice and remain eligible for retirement benefits if extenuating circumstances are the cause for missing the 30 day deadline. The superintendent will make the decision as to the merit of reducing the number of days from (30) thirty to a lesser number. The decision shall be final and binding and will not be subject to negotiation or grievance.

- b. The employee must:
  1. Have completed at least 15 years of service in the Miles City Unified School District; or
  2. Be at least 55 years old and have completed at least 10 years of service in the Miles City Unified School District.

Benefits paid to the employee under this provision will be as follows:

- a. The employee will be paid \$250.00 per year of service in the Miles City Unified School District.



## ARTICLE XV

### 15.1 Changes in Agreement:

During its term, this Agreement may be modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.

### 15.2 Savings Clause:

If any provisions of this Agreement are finally held to be contrary to law, such provision shall be deemed invalid but all other provisions shall continue in full force and effect. At the request of either party, negotiations shall immediately commence in order to alter the provisions(s) providing the benefits(s) according to the intent of the parties.

### 15.3 Non-Discrimination Clause:

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

### 15.4 Duplication and Distribution:

The provisions of this Agreement shall be printed at the expense of the Board within 30 days after the Agreement is signed. Copies shall be presented to all employees now employed. The Association shall be provided one copy of this Agreement.

### 15.5 Effective Date:

This Agreement shall be effective as of the 1<sup>st</sup> of July, 2024 and shall continue in full force and effect until June 30, 2025.



15.6 Renewal and Reopening of Agreement:

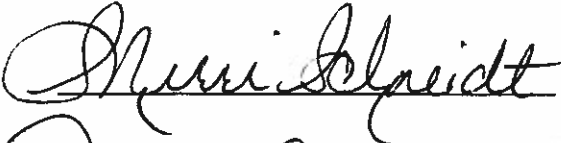
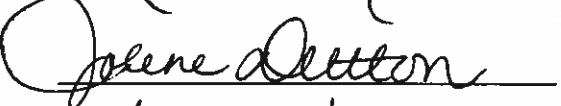

This Agreement will automatically be renewed and will continue in force and effect for an additional period of one year unless either party gives notice to the other party, not later than 90 days prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to the Agreement, and to negotiate over the terms of these provisions. In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached.

15.7 Date and Signatures:

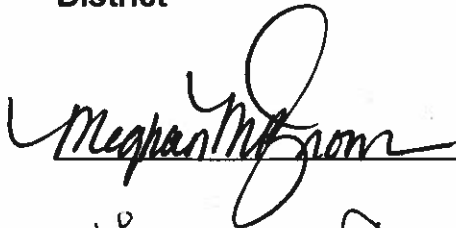


THIS AGREEMENT is signed this 20 \_\_\_\_ day of June, 2024.

**IN WITNESS THEREOF:**

**For the Miles City Unified  
School District Support Staff  
Association**

**For the Miles City Unified School  
District**



## ADDENDUM "A"

Positions and people making up the appropriate unit as of July 1, 2024:

<u>Name</u>	<u>Position</u>	<u>Date of Employment</u>
Kyla Kennedy	Special Services Secretary	03/03/03
Tabitha Hager	Jefferson Secretary	11/19/12
Sherry Lesh	CCDHS Attendance Clerk	05/09/16
Jolene Dutton	CCDHS Counselor Secretary	08/13/18
Sherri Schneidt	CCDHS Secretary	08/17/20
Nikki Hostman	Garfield Secretary	08/14/23
Sheila Brown	Lincoln	09/20/23
Rachel Cooner	WMS	12/13/23
Brandy Leischner	WMS	08/12/24
Sheri Merritt	Highland Park	08/12/24

