COLLECTIVE BARGAINING AGREEMENT

Between

MONTANA SCHOOL FOR THE DEAF AND THE BLIND

FEDERATION OF TEACHERS

LOCAL #4027, MEA-MFT, AFT, AFL-CIO

And

THE STATE OF MONTANA,

BOARD OF PUBLIC EDUCATION

MONTANA STATE SCHOOL FOR THE DEAF AND THE BLIND

JULY 1, 2015, THROUGH JUNE 30, 2017

MONTANA SCHOOL FOR THE DEAF AND THE BLIND
COLLECTIVE BARGAINING AGREEMENT

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MONTANA SCHOOL FOR THE DEAF AND BLIND
COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is made and entered into this 1st day of July, 2015 between the State of Montana, Board of Public Education, Montana State School for the Deaf and the Blind, hereinafter referred to as the "Employer" and Montana State School for the Deaf and the Blind Federation of Teachers Local #4027, MEA-MFT, AFT, AFL-CIO, hereinafter referred to as the "Federation." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer, its employees and the Federation and to record mutually established terms and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1. The Employer recognizes the Federation as the exclusive representative of all state employees at the Montana School for the Deaf and the Blind for purposes of collective bargaining who are titled Teacher, Cottage Counselor, Activities Director, Teacher on Special Assignment, Paraeducator, Licensed Practical Nurse I, Interpreter-Tutor, Librarian, Media Clerk, Braille Transcriptionist, Communications Technician, ASL Bilingual Specialist, Special Education Coordinator, Outreach Consultant, Guidance Counselor, Behavior Specialist, and Audiologist*.

**Current audiologist is a union member. When this person resigns, the audiologist position will no longer be covered by the union, per agreement.*

Section 2. It is recognized that the Federation is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Federation. Inasmuch as the terms of this Agreement have been made for all employees in the bargaining unit, it is fair that each employee in the bargaining unit assume his/her fair share of the obligation along with the grant of equal benefits contained in this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. It is understood and agreed that any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, granted, or modified by this Agreement. The Federation and bargaining unit members recognize the prerogative of the Employer to operate and manage its affairs in such areas as, but not limited to:

A. direct employees;

B. recruit, hire, promote, transfer, assign and retain employees;

C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is inefficient and non-productive;

D. maintain the efficiency of government operations;

E. determine the methods, means, job classification, personnel by which government operations are to be conducted;

F. take whatever actions may be necessary to carry out the missions of the School in situations of emergency;

G. establish the methods and processes by which work is performed.

ARTICLE 3
FEDERATION RIGHTS

Section 1. **Spokesperson.** The Federation shall designate officers or members to act in the capacity of official spokesperson for the Federation on any matter. Such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. **Union Business.** The internal business of the Federation shall not be conducted by employees during work time. Such business may be conducted during regular breaks, lunch period, and before and after work. Internal business of the Federation including communication via phone and email should happen using personal devices, personal emails, and outside of duty time. Use of state property including email should be limited.

Section 3. **Consultation.** The staff of the Federation shall be permitted to confer with bargaining unit members during school hours as long as such visitations do not disrupt school and comply with Montana School for the Deaf and the Blind visitor policies.

Section 4. **Meeting Rooms.** The Federation shall be permitted to use meeting rooms within the school as long as there is no conflict with previously scheduled activities and enough notice is given to the Employer for scheduling purposes. Facility Use form should be filled out and given to the main office before meetings take place.

Section 5. **Bulletin Boards.** The Federation may utilize a reasonable amount of space on bulletin boards currently used for employee notices. Material posted should inform staff in a professional manner. The Federation may utilize school employee mailboxes for non-political purposes.

Section 6. **Arbitration Hearings.** Upon Management approval, the chairperson of the Federation Grievance Committee may be permitted to attend a grievance arbitration hearing without loss of pay provided the chairperson has an integral role in such proceedings.

Section 7. **Leave for Union business.** The Federation president, or his/her designee, shall be allowed to use, in minimum increments of one hour, seven (7) days per school year for union business in legislative years and five(5) days in non-legislative years without loss of regular pay upon prior approval of the immediate supervisor.

Section 8. The official board agenda for each Board of Public Education meeting shall be provided to the Federation.

Section 9. **Leave for BPE meetings.** Federation officers may use personal leave as provided for in this Agreement to attend regularly scheduled meetings of the Board of Public Education. Upon request, an interpreter/s shall be provided according to BPE practice in order to facilitate participation by employees who are deaf or hard of hearing.

Section 10. **Board Agenda.** Representatives of the Federation shall be permitted to submit agenda items to the Board in accordance with its regular procedures.

Section 11. **Disciplinary Representation.** Whenever an employee is subject to a disciplinary interview, which may result in punitive disciplinary action being taken against the employee, such employee shall have the right to have a Federation representative present during the interview. When such an interview involves termination proceedings, the employee shall receive 24 hours prior notice except under circumstances where the health, safety, and welfare of the students or other employees is immediately threatened by the employee's continued presence on the job.

Section 12. **Interpreter/Disciplinary Session.** During disciplinary sessions involving employees who are deaf or hard of hearing, the Employer shall insure communication is facilitated by providing an interpreter when necessary.

Section 13. **In-Service plan.** The school administration and a committee of bargaining unit members shall meet annually to develop an in-service plan for academic staff.

Section 14. Nothing in this Article shall be construed to deny or restrict the rights accorded employees covered by this Agreement under Montana or Federal law unless specifically provided for otherwise.

ARTICLE 4
FEDERATION SECURITY

Section 1. Within 15 working days of the execution of this Agreement the Employer shall furnish the Federation a list of all employees within the bargaining unit. Said list shall be updated on an annual basis and provided to the treasurer of the local Federation.

Section 2. Upon written authorization from a member of the bargaining unit, the employer shall deduct from the pay of that employee the monthly amount of dues as certified by the secretary of the union and shall deliver those dues to the treasurer of the union. The union has an annual "window period" during which employees may revoke the aforementioned written payroll deduction dues authorization. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no

deduction will be taken. In order for a deduction to be deducted for a given month, the employer's business manager must receive the authorization form no later than the last day of the previous month. Changes in the dues rate shall be certified to the Employer in writing over the signature of the authorized officer of the Federation at least two payroll periods in advance of such change.

Section 3. Effective upon ratification of this Agreement and as may be permitted by Section 39-31-401 MCA, the Employer will deduct a representation fee from the pay of each newly hired member of the bargaining unit following that employee's fourth payroll. The union shall determine the amount of the representation fee to be deducted and inform the Employer accordingly. Any dispute as to the amount, propriety, or use of this representation fee shall be strictly between the employee and the union. Changes in the representation fee rate shall be certified to the Employer in writing over the signature of the authorized officer of the Federation at least two payroll periods in advance of such change. The grievance procedure contained within this Agreement shall not be used to address any dispute regarding representation fee. In situations where net pay after taxes and other deductions is not enough to fund representation fee deductions, no deduction will be taken.

Section 4. The Federation will indemnify, defend and hold the Employer harmless against any claims, demands, suits, or other forms of liability, including the cost of defense, that shall arise out of or as a result from any action taken by the Employer for the purpose of complying with this Article.

ARTICLE 5
MANAGEMENT SECURITY

Section 1. There shall be no strikes or lockouts of any kind during the term of this Agreement except that unit members shall have the right to strike over economic matters during the 64th Legislative session.

Section 2. In the event of any strike, including those authorized in Section 1 above, the Employer is free to take any recourse that may be available in law or in equity.

ARTICLE 6
LEAVES OF ABSENCE

Section 1. **Sick leave.** Sick leave will be granted on a pro rata basis in accordance with M.C.A. 2-18-618. The Employer may require written substantiation of sick leave usage in the form of a physician's certificate.

Section 2. **Professional Leave.** Teachers shall be granted two days per school year of approved professional leave, without loss of salary, to attend the annual teachers' convention or other professional meetings. The School shall work to access the Great Falls Public School staff development opportunities and workshops throughout the school year. Teachers who do not use leave for attendance of approved professional meetings or the annual teachers convention shall forfeit such leave.

Section 3. **Study Leave Without Pay.** Leave of absence for up to 12 months without pay may be granted by the superintendent at the recommendation of the principal to those teachers who are seriously planning on returning to employment with the School.

A. Any faculty member who has been employed as a faculty member at Montana School for the Deaf and Blind for at least five school years, may apply for, and the superintendent and Board of Public Education may grant, a leave of absence without pay for up to one calendar year for the purpose of taking study leave.

B. The study leave must be taken for the purpose of pursuing studies in an area related to the faculty member's work at Montana School for the Deaf and Blind. The determination as to whether the proposed subject area for study is so related, falls within the discretion of the superintendent.

C. The faculty member will not receive increment credit for time spent on leave granted for study.

D. Only one study leave may be granted for each five years employed as a faculty member at Montana School for the Deaf and Blind.

E. In no case shall the leave exceed one calendar year.

F. Application for such leave should be made not less than three months prior to the effective date.

G. Teachers on study leave without pay shall be reassigned to the same or equivalent position as when the leave commenced. Returning teachers shall receive the same salary they received prior to the study leave plus applicable pay adjustments and appropriate lane changes. The returning teacher will be given preference for any equivalent position which is open. If the teacher opts not to take the open position, the leave without pay shall terminate.

H. A teacher on study leave without pay may have insurance benefits continued for the duration of the leave by self-payment of the insurance premium. Arrangements may be made through the business office.

Section 4. **Prolonged illness.** If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status in accordance with state policy and the Family Medical Leave Act. Eligible Employees will be allowed to participate in the State Employees Sick Leave Fund as established in state policy 3-0311. A copy of state policy and the Family Medical Leave Act will be on file in the superintendent's office.

Section 5. **Personal Leave.** Full time bargaining unit employees shall earn two days per school year and with prior Administrative approval, employees may use up to six accrued personal leave days during the school year subject to the following rules:

A. Two personal leave days shall be credited to each full time employee each school year. Personal leave will be credited to part-time/part-year employees on

a prorated basis. Two unused personal leave days per year may be carried over to the next school years to a maximum accumulation and usage of six personal days. Employees wishing to carry over a personal leave day must notify the business office prior to the last day of school. Personal leave days not taken or carried over to the subsequent school year by the end of the school year shall be compensated at the rate of $19.00 per hour for teachers, $14.00 per hour for interpreters and $9.00 per hour for Paraeducators.

Section 6. Bargaining unit members may request leave to attend functions or fulfill appointments related to education. All other participation in functions or organizations to which an employee may receive an appointment shall be voluntary and, while beneficial to the school, shall be subject to other leave as defined in this Agreement.

Section 7. Staff is encouraged to avoid absences or leave during PIR days or the first and last week of any semester. Leave requests during PIR days or during the first and last week of any semester will be considered on a case by case basis and will be granted only when the administration, in its discretion, is convinced that the merits of a specific leave request justify a staff member's absence.

ARTICLE 7
EMPLOYMENT SECURITY

Section 1. **Seniority.** Seniority shall be determined by an employee's length of service at the Montana School for the Deaf and the Blind from date of hire. Class seniority shall be determined by an employee's length of service in each job title listed in Article 1, Recognition.

A. Seniority shall be considered unbroken for:
   1. Lay-offs not exceeding 12 months.
   2. Voluntary quits for five days or less.
   3. Authorized paid or unpaid leaves of absence.

B. Within 30 days of the execution of this Agreement, the Employer shall prepare a roster listing bargaining unit employees. The roster shall list employees' most recent date of hire, current job title, and dates of appointment to present job. Such roster shall be made available to the Federation and shall be updated no later than each October 1st. Bargaining unit employees and Local #4027 shall have 30 calendar days in which to identify roster errors.

Section 2. **Probationary Period.** Employees hired at the start of an academic year shall serve a nine month probationary period. Employees hired during an academic year shall serve a 12 month probationary period. Probationary employees may not be discharged for reasons of illegal discrimination. Employees on probation who are dismissed shall be notified in writing. No employee who has successfully completed his/her probationary period may be disciplined or discharged without just cause.

Section 3. **Discharge of Teacher Under Contract**: Employment of teachers, both non-tenured or tenured, shall be as per Montana State Laws.

Section 4. **Reduction in Force.** Whenever it becomes necessary to decrease the number of employees for reasons such as pupil population or expiration of any state or federal funds the following shall prevail:

A. In selecting employees within each program or specialty area within each program to be terminated as a result of a reduction in force, when qualifications and experience are equivalent, class seniority shall be the determining factor.

B. Recall from layoff shall be in inverse order in accordance with the considerations outlined in "A" above. Employees shall be eligible for reinstatement for up to 12 months after the reduction in force.

C. Employees with permanent status and satisfactory job performance who are subject to layoff and are qualified to fill a vacancy shall be given first consideration for the vacant position. Such vacancies shall be exempt from any posting requirement.

D. Employees shall receive written notice (by registered mail) of their reinstatement. If the employee fails to give the employer written notice of his/her intention to return to work within two weeks of receipt of such notice, such employee shall be considered as having forfeited his/her right to reinstatement.

E. No new permanent appointments may be made while there are bargaining unit employees in a lay-off status who are available and qualified to fill vacancies. An employee may secure other employment during the period he/she is laid off.

Prior to any reduction in force of bargaining unit members, the Employer will notify Local #4027.

Section 5. **Personnel Files.** An employee's official personnel file shall be established and maintained in the administration office. The file shall contain all personnel related documents pertaining to the employee. Employees shall have the right to inspect their personnel files and to receive a copy of any of the contents therein. Authorized Federation representatives shall also have the right to inspect an employee's personnel file after receiving written permission from the employee to do so and only in cases involving an official dispute between the employee and the Employer.

A. If the employee desires to submit a brief written statement in explanation or mitigation of any entry in their permanent personnel file, the statement shall be attached to the entry and included in the personnel file. An employee may enter awards of recognition or achievement into their permanent personnel file.

B. An employee may request the Employer to remove letters of warning or reprimand which have remained in their personnel file for more than three years. Such requests shall be granted unless such items are pertinent to any

disciplinary or legal action still pending or arising from more recent employee actions or behavior patterns.

ARTICLE 8
TRANSFERS

Section 1. A list of known vacancies shall be posted internally in a designated place for job opening notices. Request for transfer by current employees shall be submitted in writing with a letter of interest and résumé to the administrators of the department where the vacancy exists and to the superintendent. Such requests will be considered prior to the commencement of external advertising.

Section 2. All bargaining unit vacancies shall be posted internally in a designated place, at least 5 working days prior to public advertisement of the vacancy. A notice of such vacancies shall be sent directly to the President(s) of the Federation. In-house applicants will be considered before external posting. When filling bargaining unit vacancies, via in-house transfer, with current employees where experience, qualifications and evaluations are equal, MSDB seniority shall prevail. Federation representatives may be invited to participate in recruitment, interviews and hiring decisions.

Section 3. Job posting notices shall include a description of the job, minimum qualifications for the position, and the due date for application submittal. Should the description of the job be changed significantly from the previous description, input from affected employees shall be sought prior to the change.

Section 4. Employees who are unsuccessful applicants shall be notified in writing upon the completion of the selection process.

Section 5. When involuntary transfers occur between program areas (school for the deaf, school for the blind, or student services) they shall be based on seniority within the program area provided the employee has the proper qualifications and certification.

ARTICLE 9
COMPENSATION

Section 1. The compensation in Addendum A-1, A-2, A-3, and A-4 represents the total compensation due staff members covered by those pay matrices.

A. **Full time bargaining unit employees** shall be compensated pursuant to the appropriate addendum attached hereto. Initial placement of any new employee shall be at entry level for the appropriate education and degree. In addition, management may credit experience to a level on the appropriate addendum so long as that does not result in a new employee being compensated at a rate of pay higher than that of an existing employee in a similar position requiring matching skills or training with the same number of years of experience and educational qualifications.

B. **Paraeducators**. Any new (hired after 8/1/99) bargaining unit employees titled **Paraeducator**, **Media Clerk**, and **Braille Transcriptionist** shall be compensated in accordance with Addendum A-2.

C. **Interpreter/Tutor**. Bargaining unit employees titled Interpreter/Tutor shall be compensated in accordance with the salary schedules, attached as Addendum A-3, and will be placed on that schedule in accordance with their years of experience as granted by Montana School for the Deaf and the Blind.

Subsection 1. Interpreting and tutoring time will normally not exceed 40 hours per week. Any authorized time beyond 40 hours per week or eight hours in a day will be compensated at the rate of one and one-half times the employee's true hourly rate.

D. **Other covered employees**. Full time bargaining unit employees not included in the specific negotiated salary schedules in the contract shall be compensated in accordance with the state pay plan rules. (MOM)

E. **LPNs** will receive two hours of compensatory time for each eight-hour shift they are placed on-call. If actually called in to work, LPNs will receive a minimum of two hours pay.

F. **Compensatory Time for Non-Exempt Employees**: Many Montana School for the Deaf and the Blind employees are exempted by one or more of the overtime exemptions delineated in the Fair Labor Standards Act. Certain other Montana School for the Deaf and the Blind employees are not exempt from the overtime requirements of the Fair Labor Standards Act. For each pay period, Fair Labor Standards Act non-exempt employees shall designate on a form to be developed by the business office whether they wish to be paid overtime at one and one-half times their normal hourly rate for each hour worked over 40 hours per week or earn compensatory time at a rate of one and one-half hours for each hour worked over 40 hours per week. An employee must have administration approval prior to working overtime. The Employer and the employee shall arrange for the use of compensatory time by mutual agreement and in accordance with School policy. Compensatory time earned and when used will be recorded in no less than one-half hour increments. Compensatory time may be accumulated to a maximum of 40 hours. Unused non-exempt compensatory time at the end of a school year will be carried over to the next school year.

Section 2. The State contribution for group benefits shall be in accordance with the provisions of state law. School year employees may choose to have the employee share of the insurance premium for the summer months deducted from their paychecks over the pay periods between February and the end of the school term. School year employees choosing not to use payroll deductions to pay the employee share of summer months' insurance premiums must submit payment prior to payroll dates.

Section 3. A year of experience shall be recognized for purposes of any salary increases based upon longevity or length of service only if the employee was actually

on the job for at least 70% of the total number of days normally contracted for the position in question, and received satisfactory performance appraisal evaluation(s) for that year, unless mutually agreed to otherwise by the parties to this collective bargaining agreement.

ARTICLE 10
EXTRACURRICULAR COMPENSATION

Section 1. Extracurricular compensation shall be in accordance with Addendum A-4 attached and dependent upon Legislative approval.

ARTICLE 11
TRAVELS, MEALS, LODGING

Section 1. Employees covered by this Agreement shall be subject to Montana statute regarding reimbursement for travel, meals, and lodging.

Section 2. Employees covered by this Agreement may receive travel advances for approved reimbursable expenses in excess of $50 by making written request to the Employer at least two weeks prior to the travel date or upon notification of assignment.

ARTICLE 12
EVALUATION PROCEDURES

Section 1. The Montana School for the Deaf and the Blind will establish an Evaluation Procedure and Instrument Advisory Committee. One half of the committee's membership will be members of the bargaining unit as determined by the union. This committee will review relevant state and school policies, accreditation standards, relevant research and other data to recommend evaluation instruments and procedures to management. This committee shall meet at times mutually agreeable to the parties.

Section 2. All written evaluation reports will be placed in the employee's personnel file. The evaluation reports will be discussed between the employee and administration. The employee shall have the opportunity to sign the evaluation, acknowledging its receipt before it is placed in the file. The employee shall be provided the opportunity to write a rebuttal to the evaluation that will be attached to the evaluation report.

Section 3. Each employee shall be evaluated by his/her immediate supervisor in accordance with Board policy. An employee who is dissatisfied with the results of his/her evaluation can request a second evaluation and can write a rebuttal to be included in their personnel file. In the case of evaluations that include a formal observation as part of the evaluation process, any employee-requested second evaluation will include a formal observation by a different evaluator.

ARTICLE 13
MISCELLANEOUS PROVISIONS

Section 1. All mail addressed to staff member(s) and marked "Confidential" or "Personal" shall be placed in the individual's mailbox unopened. Employees, may not, however, receive personal mail at school on a regular basis.

Section 2. Applicable materials received concerning fellowships, grants, travel, research, or related educational opportunities for teachers, counseling staff, and professional employees will be posted by the administration.

Section 3. Letter of Reference. If any teacher or professional employee requests a letter of reference from the superintendent or any other supervisory employee, and the superintendent or other supervisory employee agrees to write one, the employee shall receive a copy of said letter of reference.

Section 4. All teachers shall be scheduled for an uninterrupted duty-free preparation time of one class period every day or its bi-weekly accumulative equivalent, with the understanding that every effort will be made to respect that schedule. Should any teacher not receive regular preparation periods, that teacher may go directly to his/her supervisor to mutually arrange a different schedule that includes preparation time.

ARTICLE 14
LABOR-MANAGEMENT COMMITTEE (LMC)

Section 1. A Labor-Management Committee shall be formed which shall consist of no more than four bargaining unit representatives selected by Local #4027 and noticed to the MSDB Administration. Meetings may be called by either party and, upon notice and agreement of agenda items to be discussed, shall be held at mutually acceptable times and places. This Committee shall not take the place of the grievance procedure, but shall be used to discuss items, including schedules, which are of a group rather than individual interest and cannot be easily solved or answered through established supervisory channels. The Committee shall meet once a quarter with agenda items solicited and established in advance of the meeting. The superintendent shall confer with the union president to establish meeting dates.

Section 2. Disposition of matters covered in the Labor-Management Meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 15
DISCIPLINARY ACTIONS

Section 1. **Investigatory Interview.** Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer. Employees seeking representation are responsible for contacting their representative. The Employer must inform the employee of the purpose of the investigatory interview. The Employer must also inform the employee if there is a possibility of disciplinary action. At the conclusion

of any investigation where the Employer elects not to take disciplinary action on the employee being investigated, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed on him/her and that the employee's file shall not contain any reference to such incident. An employee may also have a union representative at an investigatory or pre-disciplinary meeting. Pre-disciplinary meetings will be conducted prior to imposing any discipline up to and including termination.

Section 2. **Disciplinary Actions.** While some disciplinary actions will begin at an informal conversational stage, some situations may warrant disciplinary actions at higher levels up to and including employment termination. Levels of progressive discipline include, but are not limited to the following:

A. Verbal warning with a plan of improvement

B. Written warning with a plan of improvement

C. Suspension with pay

D. Suspension without pay

E. Termination of Employment (Teacher termination subject to Montana State Law)

Depending on the severity of the situation, the progressive discipline process may look different from these steps listed above.

ARTICLE 16
GRIEVANCE PROCEDURE

Section 1. Definitions:

A. A grievance shall mean a complaint by an employee that there has been a violation of one or more specific provisions of this Agreement.

B. As used in this article, the term "employee" shall mean:
   (1) one employee;
   (2) a group of employees having the same grievance; or
   (3) the Montana School for the Deaf and the Blind Federation #4027.

Section 2. Purpose.

A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to any grievance(s), which may arise.

B. Nothing herein contained will be construed as limiting the right of any employee of the bargaining unit to discuss any matter informally with the appropriate member of the administration.

Section 3. Grievance Procedure.

STEP 1: Within 10 working days after a grievance occurs or could likely have been discovered, the aggrieved employee(s) or the Federation representative(s) shall discuss the grievance with the appropriate school supervisor. It shall be discussed verbally and if settled, no further action will be taken.

STEP 2: If such grievance cannot be settled, it may be submitted in writing as a formal grievance to the school superintendent within 10 working days of Step 1. (See Addendum C - Grievance Form.) The school superintendent shall respond in writing within 10 working days. The superintendent may, at his/her discretion hold a hearing on the grievance.

STEP 3: If no settlement can be reached at Step 2, the grievance may be presented in writing to the Chairman of the Board of Public Education within 10 working days of Step 2. The Chairman of the Board of Public Education or his/her designee/representative shall meet with Federation representative(s) to discuss the grievance, or in the alternative, the Chairman of the Board shall respond in writing within 30 days.

STEP 4: Should the aggrieved employee or employees and the Federation consider the decision of the Board to be unsatisfactory, the Federation shall, within 10 calendar days of receipt of such decision, notify the Chief, State Office of Labor Relations and the Board of Public Education in writing, of its intention to have such grievance referred to arbitration.

STEP 5: Within 15 calendar days after such written notice of intention to arbitrate the Federation shall submit a written request to the Federal Mediation and Conciliation Service to provide a list of five arbitrators with a contemporaneous copy of that request supplied to the State Office of Labor Relations Chief.

The list of arbitrators may be requested from the Board of Personnel Appeals if mutual agreement exists. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Rules of Grievance Processing.

A. A grievance presented at Step 2 shall be dated and signed by the aggrieved employee(s) presenting it.

B. The time limits at any stage of the grievance procedure may be extended by mutual agreement of the parties at that step.

C. A grievance presented in writing shall contain a complete statement of the facts on which the grievance is based, a citation of the specific contract language violated, and the remedy or correction requested.

D. An employee shall have the right to be represented by Federation counsel or representative as necessary at any step of this procedure and shall so notify the Employer.

E. Those employees choosing to use alternative procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

Section 5. Arbitration Procedure.

A. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator.

B. Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants a transcript from the proceedings of the arbitration, the party requesting the transcript shall pay all costs.

C. No arbitrator has the power to add to, detract from or modify the terms of this Agreement.

D. Any failure or refusal to abide by the terms of this grievance or arbitration procedure shall constitute a waiver by the party who breaches the agreement of the rights and constraints contained therein.

ARTICLE 17
NOTIFICATION

Section 1. The Employer shall insure the Federation and each employee covered by this Agreement reasonable access to an employee handbook and state policy manual of rules, regulations and policies on employment related matters that apply to bargaining unit members. The Federation shall be given written notification of any proposed changes or additions to such personnel rules, regulations and policies.

ARTICLE 18
SEVERABILITY

Section 1. In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such decision does not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions not declared invalid or unenforceable shall remain in full force and effect.

Section 2. When a provision is invalidated, as described above, the parties agree to submit the matter to negotiations should it be the desire of either party to renegotiate the matter.

ARTICLE 19
TERM

Section 1. This Agreement shall be effective on July 1, 2015, and shall remain in full force through June 30, 2017. (It is understood that for pay purposes the new contract rates become effective as noted in the Addendums.)

Section 2, Should either party seek to modify this Agreement, it shall give written notice of such intent no earlier than 120 days, nor later than 90 days prior to the expiration date of this Agreement. If the parties reach a tentative pre-budgeted agreement, such agreement shall be subject to legislative concurrence and funding.

Executed this 29th **day of** September**, 2016**

FOR: THE EMPLOYER, MONTANA SCHOOL FOR THE DEAF AND BLIND, BOARD OF PUBLIC EDUCATION:

Donna E Sorenson

Donna Sorenson, Superintendent
Montana State School for the Deaf And Blind

FOR: MONTANA SCHOOL FOR THE DEAF AND BLIND FEDERATION OF TEACHERS LOCAL #4027, MEA-MFT, AFT, AFL-CIO:

Jerry Rukavina

Jerry Rukavina
MEA-MFT Field Consultant

Montana State Board of Public Education

MEA-MFT Local 4027

Mike Manion

Mike Manion, Chief
State Office of Labor Relations

Denise Ritledge

MEA-MFT Local 4027

ADDENDUM A-1

TEACHERS' SALARIES
July 2015-June 2017

	BA	BA+15QCH	BA+30QCH	MA	MA+15QCH	MA+30QCH	MA+45QCH	PH.D.
		BA+10SCH	BA+20SCH		MA+10SCH	MA+20SCH	MA+30SC4	
MIN 15/16	$31,024	$31,943	$32,481	$33,865	$34,869	$35,905	$36,960	$38,067
MIN 16/17	$31,380	$32,299	$32,837	$34,221	$35,225	$36,261	$37,325	$38,423
AMD 15/16				$37,110	$38,113	$39,149	$40,213	$41,311
AMD 16/17				$37,466	$38,469	$39,505	$40,569	$41,667

July 11, 2015 to January 8, 2016

	BA	BA+15QCH	BA+30QCH	MA	MA+15QCH	MA+30QCH	MA+45QCH	PH.D.
		BA+10SCH	BA+20SCH		MA+10SCH	MA+20SCH	MA+30SC4	
MIN	$30,640	$31,559	$32,097	$33,481	$34,485	$35,521	$36,585	$37,683
AMD				$36,726	$37,729	$38,765	$39,829	$40,927

January 9, 2016 to January 6, 2017

	BA	BA+15QCH	BA+30QCH	MA	MA+15QCH	MA+30QCH	MA+45QCH	PH.D.
		BA+10SCH	BA+20SCH		MA+10SCH	MA+20SCH	MA+30SC4	
MIN	$31,024	$31,943	$32,481	$33,865	$34,869	$35,905	$36,960	$38,067
AMD				$36,865	$37,869	$38,905	$39,960	$41,067

January 7, 2017 to July 7, 2017

	BA	BA+15QCH	BA+30QCH	MA	MA+15QCH	MA+30QCH	MA+45QCH	PH.D.
		BA+10SCH	BA+20SCH		MA+10SCH	MA+20SCH	MA+30SC4	
MIN	$31,420	$32,339	$32,877	$34,261	$35,265	$36,301	$37,356	$38,463
AMD				$37,261	$38,265	$39,301	$40,356	$41,463

Note: *Placement on the above pay schedules is governed by the pay plan rules contained in Addendum B.*

2015-2016 *salary figures are effective the pay period encompassing January 15, 2016.*
2016-2017 *salary figures are effective the pay period encompassing January 15, 2017.*

AMD: *TOD and TVI are automatically considered AMD and will have the status granted whenever the teacher achieves the degree; either upon initial placement in the AMD category or during employment.*

Additional AMD programs as determined by management will be advertised in accordance with the internal posting process to ensure that all interested internal candidates have the opportunity to apply.

ADDENDUM A-2

PARAEDUCATORS, BRAILLE TRANSCRIPTIONISTS AND MEDIA CLERK WAGES
July 2015-June 2017

MINIMUM 2015 – 2016	(7/11/2015 – 1/8/2016)	$9.93/HOUR
MINIMUM 2015 – 2016	(1/9/2016 – 1/6/2017)	$10.43/HOUR
MINIMUM 2017	(1/7/2017 – 7/7/2017)	$10.93/HOUR

Note: *Any employee covered by this wage schedule who is hired after August 1,1995 shall be entitled to a longevity increase of 1.5% of their base rate for each five years of service in excess of five (5) years.*

Certified braille transcriptionists will receive a $750 one-time increase in their permanent salary for hours they worked as a braille transcriptionist.

ADDENDUM A-3

INTERPRETER/TUTOR SALARIES
July 2015–June 2017

	ENTRY	COMPLETION OF INTERPRETER TRAINING PROGRAM	RID ED K-12 CERTIFIED
Min 2015-16 (7/11/2015-1/8/2016)	$23,064	$23,736	$24,856
Min 2015-16 (1/9/2016-1/6/2017)	$23,448	$24,120	$25,240
Min 2016-17 (1/7/2017-7/7/2017)	$24,940	$25,612	$26,732

Training: Interpreter/Tutors may advance to the "GRADUATE OF INTERPRETER TRAINING PROGRAM" column upon completion of an Administration approved course of training. Employees must have prior approval from the Administration.

Note: *Those interpreters holding RID Certification shall receive a $750 one-time permanent increase.*

ADDENDUM A-4

EXTRACURRICULAR COMPENSATION

Section 1. Due to student population, MSDB may or may not have teams in these areas. In the event MSDB does not have a team/event in any sport, MSDB will participate in a sports co-op/partner school. The total monies spent in this area shall not exceed what the legislation has approved. Other sports or activities (such as golf) will be bargained on a case by case basis whether the sport occurs at MSDB or through a sports coop/partner school. Employees having extracurricular coaching assignments will be compensated as below.

Student accessibility support (interpreters, etc.) services may also be paid from extracurricular compensation funds.

Cheerleader Sponsor		$1,000.00
Boys/Girls Class C Basketball	Head Coach	$2,500.00
	Assistant Coach	$1,200.00
Girls Class C Volleyball	Head Coach	$2,500.00
	Assistant Coach	$1,200.00
Middle School Girls Basketball	Head Coach	$600.00
Youth Sports Programs	Girls	$400.00
	Boys	$400.00
Boys Class C Football	Head Coach	$2,500.00
	Assistant Coach	$1,200.00
Middle School Boys Basketball	Head Coach	$600.00
Boys and Girls Class C Track	Head Coach	$1,500.00
	Assistant Coach	$1,200.00
Middle School Boys/Girls Track	Head Coach	$600.00
Boys and Girls Class C Cross Country	Head Coach	$2,000.00
	Assistant Coach	$750.00
Goal Ball	Head Coach	$1,000.00
	Assistant Coach	$500.00

Section 2. Employees sponsoring selected extracurricular activities will be compensated as follows:

Class Sponsor (9 to 12 - each grade)

Freshman class	$150 each
Sophomore class	$250 each
Junior class	$450 each
Senior class	$550 each

Junior N.A.D.	$500 each
Cane Club	$500 each
Newsletter	$1,500 (one sponsor)
Year Book Coordinator/Sponsors	$750 each
Expressions of Silence, Director	$3,000.00 each maximum of two directors
Visually Impaired Performers, Director	$500 each
Academic Bowl, Sponsor	$500 each
Close-Up, Sponsor	$500 each

Unless otherwise indicated, all of the above involve at least 2 sponsors.

ADDENDUM A-5

FEE STIPEND FOR BRAILLE TRANSCRIPTIONISTS, INTERPRETERS and LICENSED PRACTICAL NURSES

Section 1. **Initial Exam Fees.** Upon proper and sufficient documentation submitted to the Business Manager within 30 days of payment, the employer will reimburse the cost of the initial examination fees up to $500 (one time only) for:

1. Certified Braille Transcriptionists seeking certification training in accordance with 10.55.717, ARM, and
2. Interpreters seeking Registry of Interpreters for the Deaf (RID) certification.

Section 2. **Recertification or Renewal.** The employer will also provide reimbursement equal to $50 per year for recertification or renewal of certificates for:

1. Teachers of the Visually Impaired with certification as Certified Orientation and Mobility Specialists,
2. Braille Transcriptionists,
3. NIC or RID certified Interpreters, and
4. Licensed Practical Nurses.
5. Other unique and required certification reimbursement will be mutually determined on a case by case basis by MSDB and Local #4027.

Section 3. Licensed Practical Nurses at MSDB are in Montana State pay classification system at Pay Band 4.

ADDENDUM B

RULES FOR ADMINISTERING TEACHERS' SALARIES

1. Teacher Employment Requirements

   All teachers employed at Montana School for the Deaf and the Blind shall meet the following minimum requirements:

   Minimum Educational Qualifications and Licensure. All teachers shall possess a minimum of a Bachelor's Degree from an accredited college or university and a teaching certificate/license or other required license issued by the Montana Office of Public Instruction. Proof of authorization to teach in the State of Montana shall be provided to the administration of the school as soon as practicable.

2. Contract Year

   A contract year consists of approximately 180 teaching days plus 5 PIR days plus any annual leave and holidays to which the employee is entitled and is defined by the teaching calendar adopted by the Board of Public Education; however some contracts may be for terms less than or greater than the full teaching contract year. The schedules used to compensate teachers on contract for the full contract year are attached. Annual salaries for employees not under contract for the full contract year shall be determined as follows:

   A. Less Than Full Contract Year. An employee under contract for less than the full contract year shall have a prorated annual salary.

   B. More Than Full Contract Year. An employee under contract for more than the full contract year shall have an annual salary equal to the number of days contracted divided by the number of days in the full contract year times the appropriate salary on the teacher schedule.

   C. Part-time Teachers. The salary of an employee contracting to work part-time shall be prorated to reflect the percent of time worked.

3. Teacher Salary Schedule

   The attached salary schedule shall be used to compensate teachers and certain professional employees employed at Montana School for the Deaf and the Blind.

4. Placement of Employees on the Schedule

   New teachers, current employees, and certain professional employees will be placed on the schedule according to their education level and experience and legitimate

hiring needs of the school. Management may credit experience so long as it does not result in a new employee being compensated at a rate of pay higher than that of an existing employee in a similar position requiring matching skills or training with the same number of years of experience and educational qualifications.

5. Advancement of Teachers on Addendum A-1

   A. Educational Credit advancements

      (1) For salary purposes, each educational unit of recognized graduate study beyond a Bachelor's degree shall constitute no fewer than 15 quarter credits, no less than 10 semester credits or the equivalent combination thereof. Quarter credits are converted to semester credits through multiplying by 0.666 (two thirds) and semester credits are converted to quarter credits through multiplying by 1.50 (one and one half).

      (2) Credits earned must have prior approval from the school administration before entering the educational process in order to assure receipt of salary credit for the following year. Credits will not be recognized for salary purposes until accepted by the school administration.

      (3) Credits beyond the required degree or endorsement shall be recognized for salary enhancement from one education level to the next on Addendum A-1 only if the credits pertain to the employee's assigned area of instruction or if credits are applied toward a higher degree in a related field, which means acceptance and graduate standing at a university or college.

      (4) Graduate credits applied to earning the Bachelor's degree may not be re-applied or used again to gain additional education credit dollars from the teacher salary schedule.

      (5) Moving from left to right, the salaries associated with the specified levels of acceptable post baccalaureate credit accumulation referenced in Addendum A-1 (Teachers' Salaries), increase three percent (3%).

      (6) An employee may not advance more than one education unit (15 quarter or 10 semester college credit hours) in any one-contract year. However, a teacher may advance more than one educational unit to the MA column following receipt of a Masters' Degree.

6. Annual Driving Stipend for Outreach Consultants

   Full-time Outreach Consultants shall be provided a $2,000 annual driving stipend.

ADDENDUM C
GRIEVANCE FORM

STATEMENT OF GRIEVANCE*

_____

_____

_____ Grievant _____ Date

STEP 1
REPLY: _____

_____

_____ Immediate Supervisor _____ Date

____ I accept this decision _____ I wish to appeal this decision

_____ Grievant _____ Date

STEP 2
REPLY: _____

_____

_____ School Superintendent _____ Date

____ I accept this decision _____ I wish to appeal this decision

_____ Grievant _____ Date

STEP 3
REPLY: _____

_____

_____ Chairman, Board of Public Education _____ Date

____ I accept this decision _____ I wish to appeal this decision

_____ Grievant _____ Date

STEP 4: I have been notified of the grievant's intention to have this grievance referred to arbitration.

_____ Date

_____ Date

_____ Date

_____ Date

Chief, Labor Relations Bureau and Board of Education

_____

* If additional space is needed please use the back of this page or attach additional sheet(s).