

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN THE

SOMERS CLASSIFIED EMPLOYEE UNIT

**AFFILIATED WITH THE Montana Federation of Public Employees
AND**

SOMERS ELEMENTARY SCHOOL DISTRICT #29

JULY 1, 2025 - JUNE 30, 2027

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This Agreement is entered into this 19th day of June 2023, by and between the Board of Trustees, School District Number 29, Somers, Montana, hereinafter called the "Board," and the Somers Classified Employee Unit of the Montana Federation of Public Employees, hereinafter called the "Association."

ARTICLE I: RECOGNITION

1.1 Association Recognition

The Board hereby recognizes the Association as the sole and exclusive representative for collective bargaining with respect to wages, hours, fringe benefits, and other conditions of employment for all employees of the appropriate unit. The Board agrees not to bargain with or recognize any other organization purporting to represent the members of the appropriate unit for the duration of this agreement.

1.2 Appropriate Unit Definition

The Appropriate unit consists of all classified employees but shall exclude those excluded by the Act (Title 39, Chapter 31, MCA).

1.3 Employee Definition

Unless otherwise indicated, the term "employee," when used hereinafter in this agreement shall refer to all members of the appropriate unit as above defined.

ARTICLE II: ASSOCIATION AND EMPLOYEE RIGHTS

2.1 Right to Organize

The Board agrees that individual employees shall have all rights to union activities and participation as afforded by the Act (39-31-201, MCA).

2.2 Pertinent Information

The Board agrees to furnish to the Association upon written request, information which is public information and which is necessary for the Association to conduct their business in the process of collective bargaining and grievance.

2.3 Association Business

Association members and their representatives will be permitted to transact Association business on school property during non-working hours, employee break times, and at such other times that do not interfere with normal operations. The local Association president will be allowed to communicate and receive communications during the work day. The local Association shall be permitted to use school buildings for meetings with the prior approval of the administration. The local Association will also be permitted to post official notices on school bulletin boards and to use duplicating equipment, when available, subject to reasonable charges for consumables.

2.4 Exclusive Rights of Association

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other competing organization or its members.

2.5 Safety and Well-Being

Unsafe working conditions and/or practices shall be reported to the administrator immediately, and thereupon promptly corrected or safeguarded by the district. Employees who are aware of unsafe conditions and/or practices, and who do not report to an administrator, may be subject to reprimand.

2.6 Appearances Before Employer

An employee shall be entitled to have present a representative of the Association during any appearance before the employer or its agents which is for the purpose of discipline. If a meeting is required for disciplinary matters, the employee shall be given written notice of such and will be advised of the right to representation.

2.7 Good Cause

No employee of the bargaining unit shall be disciplined, suspended or discharged without good cause, which is defined as reasonable grounds based on a failure to satisfactorily perform job duties, disruption of District operations, violation of District policies, professional or ethical standards, reduction in force, or other legitimate business/education reasons.

Probationary employees are exempted from the requirements of this provision of good cause. All new employees of the district will be subject to a probationary period of three years from date of hire. During this probationary period the employee may be terminated at will by the employer for any reason. Probationary employees are not subject to the Good Cause requirements of this Agreement.

ARTICLE III: MANAGEMENT RIGHTS

3.1 Management Rights

Except as otherwise expressly provided in this Agreement, the District retains the sole and exclusive right to operate and manage its affairs in such areas as, but not limited to, the right to hire, promote, transfer, assign and retain employees; the right to relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; the right to maintain the efficiency of the district's operations are to be conducted; the right to take whatever actions may be necessary to carry out the missions of the district in situations of emergency; the right to establish the methods and processes by which work is performed; and the right to promulgate and enforce rules, regulations, and policies applicable to the district's operation and its employees which are not in conflict with this Agreement. The district agrees to exercise the foregoing rights and powers in a manner consistent with the terms of this Agreement and applicable state and federal laws.

ARTICLE IV: DUES AND FEES- PAYROLL DEDUCTIONS

4.1 Dues Deduction Authorized

The Board agrees to deduct from the salaries/wages of all employees such monies for donations and annual unified membership in the Association as said employee individually authorize the Board to deduct. All dues and fees, together with records of any corrections or changes, shall be transmitted to the union president on a monthly basis and no later than ten (10) days following the actual deduction.

4.2 Other Payroll Deductions

Upon written authorization from the employee, the Board shall deduct from the salary/wage of any employee and make appropriate remittance for annuities, credit unions, and health insurance.

4.3 Representation Fee

The Association as Exclusive Representatives of all employees will represent such persons fairly whether Association members or not. There shall be no fee for this representation.

4.4 . Temporary Employees. Temporary employees hired with federal competitive grant funds who work three (3) or fewer hours per day may be exempt from union membership.

ARTICLE V: GRIEVANCE PROCEDURE

5.1 Definitions:

1. A grievance is a claim by a member of the unit or the Association, that there has been a violation, misinterpretation or inequitable application of this Agreement.
2. Days shall mean employee work days, except as otherwise indicated.

5.2 Rights to Representation and Procedure

At least one Association representative may be present for any meeting, hearing, appeal, or other proceeding relating to a grievance which has been presented under Section 5.2.

Procedure:

Step I:

Within twenty (20) days of the occurrence of the act or condition, or within twenty (20) days of when the grievant could reasonably be expected to have knowledge of the act or condition, which is the basis of the complaint, the grievant may present the grievance in writing to the Superintendent. However, in no event, may a grievance be filed after the expiration of this Agreement unless it relates to an occurrence arising prior to said expiration. Upon receipt of the written notice of a grievance, the Superintendent will arrange for a meeting to take place within five (5) days of receipt of the grievance. The Superintendent shall provide the grievant with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step II:

If the grievant is not satisfied with the disposition of the grievance at Step I, then within five (5) days of the Superintendent's written answer at Step I, the grievance may be referred to the school board. The school board and/or its agent shall arrange for a hearing with the grievant, who may be represented by the Association, to take place within twenty (20) days after receipt of the written appeal. Upon conclusion of the hearing, the school board will then have ten (10) days to provide the grievant a written decision, together with the reasons for the decision.

Step III:

Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance by the school board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The

Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention within ten (10) days after it has received the school board's decision at Step II.

Within ten (10) days after such written notice of submission to arbitration, the Superintendent, or other representative of the Board, 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 Federal Mediation and Conciliation Service by either party. Within five (5) days of receipt of the list, each party shall strike names from the list, and the name remaining shall be the arbitrator.

The arbitrator shall consider the grievance and render a decision which shall be final and binding upon the parties.

5.3 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.

5.4 Time Requirements and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing at Step I within the time period prescribed elsewhere in this Agreement. Failure to appeal a grievance from one level to another within the time periods prescribed herein, shall constitute a waiver of the grievance. Time limits or procedural steps may be waived only upon mutual written agreement by the parties.

5.5 Election of Remedies

A party instituting any action, proceeding or complaint in a federal or state court of law, or before any administrative tribunal (excepting the school board), federal agency, state agency, or otherwise seeking relief through any statutory process through which relief may be granted, the subject matter of which may constitute a grievance as defined in this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance on the same matter under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This provision shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator, or to an employee's pursuit of workman's compensation or unemployment compensation claims.

After a grievance has been submitted to arbitration, the grievant and the exclusive representative waive any right to pursue against the school an action or complaint that seeks the same remedy. If a grievant or the exclusive representative files a complaint or other action against the school, arbitration seeking the same remedy may not be filed or pursued under this section.

5.6 Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. This arbitration provision shall be for grievances only. There shall be no interest arbitration. The arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

ARTICLE VI: REDUCTION IN FORCE

6.1 Conditions of Reduction

The Board may reduce the number of employees and lay them off only when their positions are eliminated as a result of a need to reduce the number of employees due to a lack of funds or a lack of work or under conditions where continuation of such work would be inefficient and non-productive. The Board may subcontract for special short-term projects, but subcontracting will not have the result of reducing or eliminating any bargaining unit positions. If a lack of qualified applicants for a position leads the Board to contract out to cover a particular position, that position will be posted at least annually in an attempt to fill it.

6.2 Notification

In the event of a layoff, the Board will notify the Association and affected employee(s) at least 30 days prior to the actual layoff. Such notice will be in writing and include the specific position(s) to be affected and the reason(s) for the action.

6.3 Layoff Procedure

1. If necessary staff reductions cannot be accomplished through attrition, employees will be laid off according to seniority. The least senior employee in the affected classification will be laid off first. Any employee laid off in one classification will have the right to bump a less senior employee in any other classification in which the laid off employee has had previous work experience with the district.

For the purpose of this Article, all bargaining unit members will be placed into one of the following classifications based on their current assignments:

- a. Custodial/Maintenance worker
- b. Aide
- c. Cook
- d. Secretary

6.4 Seniority

Seniority will be computed from the employee's date of hire in the bargaining unit. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots. An employee will not have his/her seniority reduced as a result of a transfer to another classification.

By September 30 of each school year, the clerk will provide the Association with a list showing the seniority of each employee. The clerk will have in his/her office a current list of employees' seniority.

6.5 Recall

Whenever there is a vacancy in a bargaining unit position, employees who have been laid off will be recalled in order of seniority. An employee's recall rights will terminate two years from the effective date of the employee's layoff or in a case where the employee is offered and refuses a position, provided the position offered was the same or equivalent to the position from which the employee was laid off.

Upon recall, an employee will be restored to a level of compensation and benefits as called for in this Agreement. In no case will the rates of compensation and benefits be less than those enjoyed by the employee at the time of layoff, unless such reductions are bargained in good faith, or if the employee is recalled to a job other than the one held at the time of layoff.

ARTICLE VII: WORKING CONDITIONS

7.1 Job Descriptions

By October 10 of each year, each employee will be given a job description yearly and will perform the duties prescribed therein. Employees will not be assigned work outside the general parameters of their job descriptions. No employee's job description will be changed without at least fifteen (15) work days prior notice to that employee. This written notice shall include the specific reasons for the changes. In all cases, changes in job descriptions will not be made without sufficient cause. Such changes will not result in work for which an affected employee is not qualified unless pertinent training is provided.

7.2 Work Schedules

Every employee will receive a written notice of his/her normal work schedule.

7.3 Playground Duty

The superintendent and/or principal will work with affected employees to resolve problems associated with the supervision of students on the playground at recess and lunch times.

7.4 Rest Period

One fifteen (15) minute rest period will be granted during the first four (4) hours worked. For each additional hour worked, an employee will be credited with four (4) minutes toward a rest period, not to exceed a total of fifteen (15) minutes.

7.5 Vacancies

1. Vacancy shall be defined as a newly created position or a present position that is not filled.
2. All vacancies shall be posted in a conspicuous place in each building of the district for a period of at least three (3) working days prior to any public advertisement of the vacancy. Said posting shall contain the following information:
 - a. Type of work
 - b. Location of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Minimum requirements
3. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period. The employer shall notify bargaining unit members of vacancies by Email during the summer months (June, July, August), and by U.S. Mail provided they have filed a statement indicating interest in receiving vacancy notices with the Superintendent prior to the end of the regular school year, along with a stamped, self-addressed envelope.
4. Within three (3) workdays after the expiration of the posting period, the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
5. Vacancies shall be filled with the most senior applicant who meets the minimum requirements as set forth in the posted vacancy notice, unless a new or less senior employee is deemed better qualified by the Board or its agent.

ARTICLE VIII: COMPENSATION

8.1 Wage Rates

Employees will be compensated according to the hourly wage rates reflected in the APPENDIX B-Salary Schedule Wage Rates for the 2025-2026 Year, and for the 2026-2027 Year.

8.2 Overtime

Employees will be paid overtime whenever one of the following conditions exists:

1. Whenever an employee works in excess of forty (40) hours in a work week of five (5) consecutive work days, all time over forty (40) hours will be paid at the rate of one and one-half (1 1/2) times his/her regular rate. Vacation, sick leave, and holidays shall not constitute time worked when computing time for pay purposes. No employee will be required to suspend work under his/her regular schedule in order to absorb overtime. Except in cases of emergency, all overtime must be approved in advance by the administrator.

8.3 Travel Between Buildings

Employees who are required to drive their personal cars between the Somers Middle School and Lakeside Elementary sites will be reimbursed at the state rate (2-18-503, MCA) and be reimbursed up to \$200 for any increase in their auto insurance resulting from the work related use of their cars, as certified by their insurance company.

8.4 Pay Dates

Employees will be paid on or before the tenth (10th) day of each month in which they work. The only exception will be during the month of September for those employees who do not work the month of August. For those employees, the first paycheck will be issued on or before October 10.

8.5 Paid Holidays

Employees will receive the following paid holidays whenever a holiday falls within the span of an employee's work year:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

8.6 CPR & First Aid Training

The District will provide training for employees who are required to maintain first aid and CPR certification, and reimburse the cost of the certification. If the District is unable to provide training, employees will be reimbursed for up to \$50 in documented training costs.

8.7 Substitute Protection

In the event an employee is asked to substitute for the regular Food Transporter and to use his/her own car to transport food, he/she will be covered by the district's insurance policy for any damage to his/her car resulting from said use.

8.8 Classified Substitutes

Classified substitutes shall be at the same rate as substitute teachers. A classified substitute is anyone who fills in for a classified employee who is temporarily absent, on leave, or for other reasons approved by the Board. Current employees will have the first choice of classified substitute work and will be paid their regular rates when they substitute. The right of first choice shall be restricted to substitute work in the same classification in which the employee currently works. For the purpose of this section only, employees shall be considered employed in one of the following classifications:

- Custodian
- Kitchen worker
- Aide

8.9 Initial Placement

When determining the initial placement of a newly hired employee, the district may accept up to five (5) years of actual relevant work experience. Step placement is one beyond the number of years of actual relevant work experience accepted. For example, if five (5) years are accepted, the newly hired employee would be placed at Step 6 of the appropriate column/lane of Salary Schedule A.

8.10 Notice of Placement

After hiring a new employee in the unit the District will provide the President of the Association, in writing, within five (5) working days of the Board's action, the name of the new employee, the position, and the employee's placement on the salary schedule.

ARTICLE IX: LEAVES

9.1 Sick Leave

1. Sick leave is provided by law. Each permanent, full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2080 hours (52 weeks x 40 hours) shall equal one (1) year. 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 which may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed for a period of ninety (90) days.
2. An employee may not accrue sick leave credits while in a leave-without-pay status.
3. Permanent, part-time employees are entitled to prorated leave benefits, if they have worked the qualifying period.
4. 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/she terminates.
5. Accrual of sick leave credits for calculating the lump-sum payment, as provided for in this section, begins July 1, 1971.
6. Sick leave may be used for personal illness or disability, personal medical appointments, quarantine or communicable disease or maternity-related disability, or family illness leave. Sick leave and extended sick leave may, at the discretion of the employee and her physician, be used for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from. Family sick leave is for immediate family only: Mother, Father, brother, sister, wife, husband, significant other, children and their spouses, grandchildren, grandparents, step-families, or same relations of employee's spouse.
7. After five (5) days of sick leave absence staff may be required to furnish a doctor's statement of illness.
8. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payment as provided for in this section.

9.2 Annual Vacation Leave

1. Annual vacation leave is provided by law. Each permanent, full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months, as required by statute.
2. Permanent, part-time employees are entitled to prorated annual vacation benefits, if they have worked the qualifying period.
3. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
4. Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with the district whether the employment is continuous or not:

1 day through 10 years	15 days
11 years through 15 years	18 days
16 years through 20 years	21 days
5. For the purpose of determining years of employment under this section, an employee of a school district must be credited with one (1) year of service if he is employed for the entire academic year.
6. Vacation preference shall be granted on a seniority basis.
7. Vacation leave may not be taken on days when school is in session, except that 12 month employees may take up to 5 days of vacation while school is in session. After three years of service in the District, 10-month employees may take up to 3 days of vacation while school is in session.
8. Annual vacation leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued.
9. In the event an employee does not use all of his/her annual vacation leave, and does not elect to accumulate it according to section 7 the employee will be reimbursed for such unused leave at his/her current rate of pay.
10. Termination pay based on unused vacation leave shall be as provided under law (2-18-617, MCA).

9.3 Bereavement Leave

Five (5) working days at full salary will be allowed each employee for death in the immediate family. Five days represents the total aggregate annual allotment of such leave per employee. If more than five days are needed, additional days may be taken from the employee's sick leave.

Immediate family shall include spouse, and parents thereof; sons and daughters, and spouses thereof; parents and spouses thereof; brothers and sisters and spouses thereof; grandparents and grandchildren and spouses thereof; domestic partners and parents thereof, including domestic partners of any individual in this listing; any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

9.4 Maternity Leave

Minimum standards for maternity leave shall be as provided in 49-2-310 and 49-2-311, MCA.

9.5 Association Leave

At the beginning of every school year, the Association shall be credited with two (2) days to be used by employees who are officers or agents of the Association, such use, with pay, to be used at the discretion of the Association. The Superintendent will be notified no less than 24 hours prior to the commencement of such leave.

9.6 Personal Leave

Each employee who is scheduled for 2080 hours per year will be allowed five (5) personal days. Each employee who works between 1040 and 2079 hours per year will be allowed four (4) days personal leave per year. Employees who are scheduled for less than 1040 hours per year will be allowed personal days prorated on four (4) days. In addition, each employee will receive three (3) personal holiday leave days which will be granted the day after Thanksgiving, the day before Christmas, and December 31st. Personal days shall be allowed without loss of pay and benefits.

Requests for personal leave will be made as far in advance as reasonable. Personal leave must be approved or disapproved by the principal. At the end of the school year employees may choose to be reimbursed \$80.00 for each unused personal day. Employees who are scheduled for less than 1040 hours per year will be reimbursed on a prorated basis.

The District may refuse the use of Personal Leave if the grant would result in more than 10% of the employees covered under this contract being absent on such leave in an individual building if the days fell immediately before holidays and vacations, during the first and last week of school, during scheduled district in-service, and during parent conference days.

9.7 Unpaid Leave

Unpaid leave of absence may be granted for the following reasons: illness of long duration, professional study and travel, parental, public office, military, personal, and Association. Unpaid leave shall not be granted unless the employee's personal leave has been exhausted.

Extended absence due to illness: Although extended absences due to illness in excess of the accumulated sick leave will automatically place employee on leave without pay, said employees on leave will be restored to his/her position or to a position of like nature, seniority status and pay. However, leave without pay status will not last more than one year from the date of absence. At the end of the year's absence, the employee will be terminated if they have not returned to work.

Unpaid leave for personal reasons: Employees shall be allowed to apply for one year unpaid leave of absence for personal reasons, with the following stipulations:

1. Employee applying for leave shall have worked in the district for at least five years prior to the leave.
2. Employee retains the right to continue group health insurance with premiums paid in full by the employee.
3. Employee, upon returning, shall be reinstated on salary schedule on next step following years of service prior to leave.
4. Application must be made in writing to the board by April 1st for leave the following year.
5. Assignment upon return: Upon the employee's return, if within 12 months, the employee shall be restored to his or her position of like nature, seniority, and status.

ARTICLE X: HEALTH INSURANCE

10.1 Health Insurance Benefits

The district will provide group health insurance benefits with the District #29 Health Insurance carrier to all eligible full time employees and their dependents and a single premium \$15,000 life insurance policy. An eligible employee is one who works thirty (30) or more hours per week. The District's contribution toward employee health insurance shall be equal to that for certified staff. A \$3,000 deductible plan will also be offered. If an employee chooses the \$3,300.00 deductible, the district will contribute the difference in premium amount between the employer paid \$1,000 single premium and the \$3,300.00 premium into an employee established Health Savings Account

10.1.1 If an eligible full-time employee chooses not to participate in the Group Health Insurance Program, those employees will be given the option of participation in the District Flexible Benefits Medical Spending Program with a district contribution of up to ½ the amount of a yearly single premium health care coverage on the \$1000 deductible plan. This amount is capped at \$3,300.00 per benefit year which is federally mandated under the Obama Care Act toward the Flexible Medical Spending Program 2025-26 and 2026-27 school years.

10.1.2 At the beginning of the 10th year of employment, the District will contribute ½ the amount of a yearly single premium health care coverage with \$1000 deductible per employee who work 5 days per week and more than 20 hours per week. These

employees will be given the option to use the contribution in : (1) Participation in The Group Health Plan, or (2) the District Flexible Benefits Medical Spending Program capped at \$3,300.00 per benefit year which is federally mandated under the Obama Care Act. In cases where the district employs members of the same family who are both eligible for health insurance benefit payments, and who qualify under the plan as a family or couple, ½ the amount of a yearly single premium health care coverage with \$1000 deductible may be applied toward one policy.

10.2 Employee Protection

No employee will have his/her hours reduced in an attempt to avoid paying insurance benefits to the employees.

10.3 Selection

The group health insurance plan will be mutually selected by the Somers Education Association, the Somers Classified Employee Unit, and the Board.

10.4 Obligations of Employer

It is understood that the only obligation of the employer is to contract for a health care plan and to pay the premiums specified herein. The employer is not obligated to pay any claim for health care services which is not covered or not paid for by the carrier.

10.5 Section 125 Plan

The District will provide/maintain its current flexible spending plan.

ARTICLE XI: EFFECT OF AGREEMENT

11.1 Changes in Agreement

For the term of this Agreement no change shall be made in any provision of this Agreement, unless by mutual consent of the parties hereto.

11.2 Savings Clause

If any provision of this Agreement or any application thereof to any employee is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are so held, at the request of either party, negotiations shall immediately commence in order to alter said section(s).

11.3 Scope of Agreement

This Agreement constitutes the entire agreement between the parties and no verbal statements or past practices shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed by the parties hereto. The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provisions of this Agreement, nor upon any subject of collective bargaining, unless by mutual agreement of the parties hereto.

11.4 Nondiscrimination Clause

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, ancestry, sex, marital status, domicile, residence, or family relationship to another teacher or employee, physical or mental handicap or disability, economic or social condition, actual or potential marital or parental status, gender identity, sexual orientation, or failure to conform to stereotypical notions of masculinity or femininity.

11.5 Duplication and Distribution

Copies of this Agreement shall be printed at the expense of the Board and distributed to employees as defined in this Agreement within thirty (30) days after the Agreement is signed.

ARTICLE XII: DURATION OF AGREEMENT

12.1 Effective Period

This Agreement shall be effective as of July 1, 2025, and shall continue in full force and effect until June 30, 2027.

12.2 Renewal and Reopening of Agreement

This Agreement will automatically be renewed and will continue in force and effect for additional periods 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 this 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.

APPENDIX A - Salary Schedule

2025-2026

2026-2027

<i>Year</i>			<i>Year</i>		
<i>1</i>	\$18.24	\$19.53	<i>1</i>	\$18.24	\$19.53
<i>2</i>	\$18.44	\$19.72	<i>2</i>	\$18.44	\$19.72
<i>3</i>	\$18.59	\$19.89	<i>3</i>	\$18.59	\$19.89
<i>4</i>	\$18.77	\$20.05	<i>4</i>	\$18.77	\$20.05
<i>5</i>	\$18.95	\$20.23	<i>5</i>	\$18.95	\$20.23
<i>6</i>	\$19.74	\$21.04	<i>6</i>	\$19.74	\$21.04
<i>7</i>	\$19.92	\$21.20	<i>7</i>	\$19.92	\$21.20
<i>8</i>	\$20.07	\$21.37	<i>8</i>	\$20.07	\$21.37
<i>9</i>	\$20.25	\$21.54	<i>9</i>	\$20.25	\$21.54
<i>10</i>	\$20.89	\$22.16	<i>10</i>	\$20.89	\$22.16
<i>11</i>	\$21.22	\$22.51	<i>11</i>	\$21.22	\$22.51
<i>12</i>	\$21.39	\$22.68	<i>12</i>	\$21.39	\$22.68
<i>13</i>	\$21.56	\$22.83	<i>13</i>	\$21.56	\$22.83
<i>14</i>	\$22.21	\$23.49	<i>14</i>	\$22.21	\$23.49
<i>15</i>	\$22.36	\$23.65	<i>15</i>	\$22.36	\$23.65
<i>16</i>	\$22.71	\$23.99	<i>16</i>	\$22.71	\$23.99
<i>17</i>	\$22.88	\$24.15	<i>17</i>	\$22.88	\$24.15
<i>18</i>	\$23.52	\$24.80	<i>18</i>	\$23.52	\$24.80
<i>19</i>	\$23.67	\$24.95	<i>19</i>	\$23.67	\$24.95
<i>20</i>	\$23.85	\$25.13	<i>20</i>	\$23.85	\$25.13
<i>21</i>	\$24.18	\$25.46	<i>21</i>	\$24.18	\$25.46
<i>22</i>	\$24.83	\$26.10	<i>22</i>	\$24.83	\$26.10
<i>23</i>	\$25.00	\$26.28	<i>23</i>	\$25.00	\$26.28
<i>24</i>	\$25.15	\$26.44	<i>24</i>	\$25.15	\$26.44
<i>25</i>	\$25.33	\$26.62	<i>25</i>	\$25.33	\$26.62
<i>26</i>	\$26.13	\$27.42	<i>26</i>	\$26.13	\$27.42
<i>27</i>	\$26.31	\$27.60	<i>27</i>	\$26.31	\$27.60
<i>28</i>	\$26.46	\$27.76	<i>28</i>	\$26.46	\$27.76
<i>29</i>	\$26.64	\$27.91	<i>29</i>	\$26.64	\$27.91
<i>30</i>	\$26.81	\$28.09	<i>30</i>	\$26.81	\$28.09

Salary Schedule 1: Assistant Custodian, Aide, Secretary, and Assistant Cook

Salary Schedule 2: Head Custodian, Head, Cook and Office Manager

Date and Signatures

This Agreement is signed by the parties as follows:

For the Association:

_____Date_____

_____Date_____

For the School District:

_____Date_____

_____Date_____