

**2023- 2025**  
**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**THE BOARD OF TRUSTEES OF SCHOOL DISTRICTS 1 AND A**  
**AND**  
**TEAMSTER LOCAL NO.2**  
**WAREHOUSE EMPLOYEES**

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The CHAUFFEURS, TEAMSTERS AND HELPERS, Local Union No. 2, of Great Falls, Montana, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "UNION", and SCHOOL DISTRICT NO. 1 AND A of Great Falls, Montana, hereinafter designated as "EMPLOYER", have entered into the following agreement:

**ARTICLE 1. SCOPE OF AGREEMENT**

- A. The terms hereof shall govern the wages, hours and working conditions of all Warehouseman, Drivers and Helpers employed by the Employer in Great Falls, Montana.
- B. The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employee benefits. Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce same to the minimums herein prescribed, without the consent of the Union, provided, however, that for a period of ninety (90) days after the execution of this Agreement, Employer agrees to refrain from reducing the hourly wages to above scale employees. This clause shall not be construed to limit, impair, or act as a waiver or estoppel of Union's right to bargain collectively on changes contemplated or effected by Employer which may modify the traditional operation of the basic terms and conditions herein set forth.
- C. The Employer recognizes the Union to be the sole bargaining agent for the employees listed in Section 1-A above.
- D. The Employer retains all rights not surrendered herein to manage, control, operate or regulate his business and his work force, such as but not limited to:
  - 1. Direct employees covered by this contract;
  - 2. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
  - 3. Relieve employees from duty because of lack of work or loss of revenue;
  - 4. Establish, modify, delete, and enforce reasonable rules and regulations;
  - 5. Determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others, and the places and the manner in which it is to be performed.

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

- E. During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement.
- F. This contract comprises the full agreement between the parties hereto as to the matters herein contained. No pre-existing, concurrent, or subsequent Agreement shall be effective to alter or modify any of the terms, covenants, or conditions herein contained unless such alterations or modifications shall be between the Union and the Employer in writing.
- G. 1. This Agreement constitutes the full and complete agreement between the Board and the Union. This Agreement shall supersede any and all prior rules policies, regulations, practices, agreements, or understandings concerning terms and conditions of employment heretofore in effect which shall be contrary to or inconsistent with the provisions of this agreement.

2. This Agreement shall not be interpreted to eliminate past practices unless they are inconsistent with this Agreement. It is recognized that certain hours and other conditions of employment may, by past practice, not conform to the express language of this Agreement. These practices may continue during the term of this Agreement or may be changed by the Board to conform or more nearly conform to the express language of this Agreement.

## **ARTICLE 2. HIRING OF EMPLOYEES – DISCRIMINATION**

- A. Union agrees, if requested by Employer, to supply available persons for employment.
- B. Employer shall have the right to interview potential employees, Union or non-Union, without obligation, shall have entire freedom of selectivity and may reject employees after trial. The District agrees to allow the Warehouse Foreman to sit in on the interview board for any employee hired to work in the warehouse. In the event two candidates are tied for preference shall be given first to a current Teamster in the Bargaining unit followed by preference for a current Great Falls School District Employee.

Foreman position will be posted in the same manner as any other position in the bargaining unit i.e, position maybe posted internally and externally at the same time. In the event two candidates are equal the inhouse candidate with the most seniority in the bargaining unit shall prevail.

- C. In the hiring of employees, Employer agrees not to discriminate against Union members. During the course of employment, Employer agrees not to discriminate against Union, or any member thereof, for Union activity. Union agrees not to discriminate against:
  1. Employer
  2. Employees not performing any of the types of work set forth in this Agreement.
  3. Employees performing any type of work set forth hereof, but who are not members of Union because:
    - (a) Thirty-one (31) days have not elapsed since the date of their employment;
    - (b) They have not been offered membership in Union on the same terms and conditions as all other members thereof;
    - (c) They have been expelled or suspended from Union for some reason other than non-payment of initiation or dues.
  4. Union and its members agree to refrain from discrimination against Employer, its goods, products and services.
- D. The parties mutually acknowledge previous agreements contained a Representation Fee provision (for reference it was last in the 2016-19 contract). Due to a US Supreme Court

decision this type of language is no longer enforceable. In the event it is ever found to be enforceable it shall be reincorporated into this agreement.

## **Indemnification**

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

### **ARTICLE 3. PAYROLL INSPECTION**

Union shall have the right to examine time sheets or any other record of employer pertaining to the computation of compensation of any employee whose pay is in dispute. Such inspection shall be conducted during business hours and at the place where the Employer customarily maintains his business records.

### **ARTICLE 4. INSPECTION BY BUSINESS AGENT**

Employer agrees that Business Agent of Union shall be given access to members of Union at the place of business of Employer during the hours of operation for the purpose of ascertaining whether or not the terms of this Agreement are being observed. Provided, however, that prior to entering any portion of Employer's place of business, the Business Agent must personally notify the Employer or his office agents or foreman of his intention to so enter the business premises. The representative of Union shall not interfere with or interrupt work in progress.

### **ARTICLE 5. POSTING**

A copy of this agreement shall be posted on the District website.

### **ARTICLE 6. SENIORITY, LAYOFF AND REDUCTION IN FORCE**

- A.** A reduction in force or a layoff as used herein shall mean any suspension from employment arising out of a reduction in the work force.
- B.** Seniority shall be defined as the total length of continuous service. After the successful completion of probation, seniority shall accrue from the last date of hire.
- C.** Seniority will not be broken by approved leaves of absence or employment in a position outside the unit.
- D.** An employee shall lose his/her seniority for any of the following reasons: Termination for just cause; retirement; resignation; layoff in excess of twelve (12) months; failure to report for work after notice of recall; or failure to report for work at the completion of an approved leave of absence.
- E.** In the event a reduction in force takes place, the least senior employee shall be laid off first. When recalling to the former employee's assignment, the most senior employee shall be first recalled.
- F.** Grievance right for violation of recall shall exist for up to twenty-one (21) months from the last day of actual work, but in no event shall a grievance be filed beyond the time limits described for the first level of the grievance procedure if the aggrieved party becomes aware

of the occurrence of the grievance or, with reasonable diligence, should have become aware of the occurrence of the grievance.

- G. The District shall give written notice of recall by registered letter, return receipt requested, to said employee's last known address. The address as it appears on the District's records shall be conclusive when used in connection with recalls or other notices to the employee. It is the sole responsibility of the employee to notify the District of any change of address. If the District is not able to cause delivery of the notice of recall within fifteen (15) days of the date that such notice was sent, it shall result in a forfeiture of the employee's rights to recall.

#### **ARTICLE 7. SETTLEMENT OF DISPUTES**

- A. A grievance is a signed, written complaint on a District form alleging a dispute between the parties involving the application, meaning, or interpretation of this Agreement.

Grievances may be presented by an individual employee or a group of employees to their immediate supervisor for adjustment; or, such claim or grievance may be prepared and submitted in writing to the Union, who on their behalf, by the Business Agent, or secretary of the Union will in turn present it to the employer. Provided, however, that prior to the presentation of any claim or grievance by the employee or group of employees to their immediate supervisor, the supervisor will be given sufficient advance notice and will be given the opportunity to have a representative present during such adjustment if the supervisor so desires.

- B. All claims or grievances or claimed adjustments arising hereunder must be presented in one of the alternative modes herein specified within fifteen (15) days from and after the time they are alleged to have arisen, or be forever waived.
- D. In the event the parties to any adjustments sought cannot reach an agreement within seven (7) calendar days from and after the date the claim or grievance is submitted, the matter shall be referred to the Office of the Superintendent.
- E. If the grievance is properly appealed, the Superintendent or designee shall meet with the aggrieved party, the Union representative, and the parties of interest within seven (7) days to discuss and attempt to resolve the grievance. The decision reached shall be issued in writing to the aggrieved party and/or the Union representative no later than fourteen (14) days following the meeting.
- F. If the grievance is not resolved under the proceeding provision, it may be appealed to the Board of Trustees within seven (7) calendar days of the receipt of the Superintendent's decision or within fourteen (14) days in the event no decision is given.
- G. Should the Board of Trustees choose not to hear the grievance, or if the Board of Trustees' decision is not satisfactory to the grievant, the Union may submit the grievance to arbitration, provided a notice of appeal is filed in the office of the Human Resources Manager within seven (7) calendar days of the receipt of the decision of the Board of Trustees or within fourteen (14) days of the date of the meeting in the event no decision has been rendered.

#### **ARTICLE 8. ARBITRATION**

- A. Upon submission of a grievance to arbitration the parties shall, within seven (7) calendar days after the request to arbitrate, attempt to agree upon a selection of an arbitrator.

If no agreement on an arbitrator is reached within seven (7) calendar days, either party may request the Federal Mediation and Conciliation Service or any other mutually agreeable service to submit a list of five (5) names. Within seven (7) calendar days of receipt of the list, the parties shall select an arbitrator by striking two (2) names from the list in alternate order, and the name so remaining shall be the arbitrator.

- B. If time is of the essence, however, the parties may by mutual consent, in writing, extend the time limits set forth herein.
- C. The decision of the Arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the Arbitrator in cases properly before him shall be final and binding on the parties, subject, however, to the limitations of arbitration decisions as provided by Montana law.
- E. Each party shall bear its own expenses in connection with the arbitration including expenses related to the parties' representatives, witnesses, and other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the Arbitrator. A transcript or recording may be made of the hearing at the request of either party. The requesting party pays the cost of said transcript or recording. The cost of the transcript or recording, if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration, shall be mutually shared by each party. However, the parties ordering a copy of the transcript shall pay for such copy.
- F. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes and terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedures as outlined herein.
- G. The Union shall not be permitted to insert into such arbitration proceedings any ground not specified in the original written grievance. The Board nor the Union shall rely on any evidence not previously disclosed to the other party.

#### **ARTICLE 9. ELECTION OF STATUTORY OF CONTRACTUAL PROCEDURES AND WAIVER**

- A. In the event that an employee is disciplined, reprimanded, warned, reduced in compensation, suspended, terminated, laid off, reduced in force, not recalled, or affected by any other adverse District action, the employee and his/her collective bargaining representative, the Union, together and as one, shall have the right to pursue under Article 7 and Article 8 contractual grievance rights and remedies.

In the event that the employee formally initiates any statutory judicial procedures against the District, it is expressly agreed by the employee that all contractual grievance procedures contained in this contract are forever waived, shall not apply, and shall have no force or effect. The employee waives his rights for Union representation when taking this action and holds the Union harmless. The Union is released of their obligations to represent such employee.

**ARTICLE 10. WAGES**

4%                      4%  
1.04                      1.04      **Longevity**

Effective Date	7/1/22	7/1/23	7/1/24	
<b>Teamsters</b>	21.32	22.17	23.06	
After 3 years		22.20	23.09	0.03
After 5 years		22.32	23.21	0.15
After 10 years		22.37	23.26	0.20
After 15 years		22.47	23.36	0.30
After 20 years		22.57	23.46	0.40
After 25 years		22.70	23.59	0.53
After 30 years		22.87	23.76	0.70
After 35 years		23.02	23.91	0.85
<b>Teamster Foreman</b>	22.19	23.08	24.00	
After 3 years		23.11	24.03	0.03
After 5 years		23.23	24.15	0.15
After 10 years		23.28	24.20	0.20
After 15 years		23.38	24.30	0.30
After 20 years		23.48	24.40	0.40
After 25 years		23.61	24.53	0.53
After 30 years		23.78	24.70	0.70
After 35 years		23.93	24.85	0.85

Employees shall receive longevity based upon all the years in the bargaining unit. (The years do not have to be consecutive.) In addition, effective July 1, 2023 any new hire into the unit will receive credit for time worked in the GFPS at a rate of 1 year for every four years worked - 25%.



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

Employees hired prior to March 1, 2017 shall be grandfathered with their current longevity status and their longevity will not be changed as a result of the new language that defines longevity as bargaining unit time rather than time in district.

- B. Wages are based on fifty-two (52) weeks of forty (40) hours each for a total of two thousand and eighty (2,080) hours per year.
- C. In the absence of the foreman, the assistant foreman shall assume the duties of the foreman and shall receive foreman's wage rates starting the first hour.
- D. Payday shall be twice monthly, the first day of each month and the fifteenth day of each month. If payday falls on a holiday or weekend, the last day worked prior to the holiday or weekend will be considered payday.
- E. The Union recognizes that the Employers' ability to fund the economic benefits contained in the Agreement is dependent upon such contingencies as passage of special mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the Employer to fund economic and other benefits contained in this Agreement, the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact. It is agreed that if this provision needed to be implemented that this contract would be reopened only if other employee contracts are also reopened.

#### **ARTICLE 11. PENSION**

- A. The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for each employee covered by this Agreement as follows:  
Effective September 21, 2023: The sum of three dollars and ten cents (\$3.10) per each compensable hour (\$2.91 Basic Plan / \$.19 Program for Enhanced Early Retirement – PEER 84). It is understood that the PEER contributions are not taken into consideration for benefit accrual purposes under the Pension Plan. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased nor discontinued.
- B. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to execute such Pension Trust Agreements, forms and other documents as may be necessary to effectuate and to continue in existence the pension plan herein inaugurated, and to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on accounts of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

#### **ARTICLE 12. HOURS OF WORK**

- A. The work day shall consist of eight (8) consecutive hours exclusive of a lunch period of sixty (60) minutes. The work week shall be five (5) consecutive days of forty (40) hours per week.
- B. Overtime rates shall apply on all work done in excess of the hours noted in 12-A. The overtime rate is two (2) times the regular rate of pay.
- C. All overtime must be approved by the Supervisor of Warehouse.
- D. Where less than two (2) hours of work (exclusive of lunch period) is required in any day, two (2) hours of employment will be paid. Hours or a quarterly fraction of an hour worked beyond this two (2) hour minimum will be paid for at the regular or overtime rate.
- E. A paid rest break of fifteen (15) minutes shall be granted during the first one-half (1/2) of the shift and a fifteen (15) minute break shall be granted during the second half of the shift.
- F. Beginning on second Monday of June through such time as the 10-month Secretaries return to work or the 2<sup>nd</sup> Friday of August, whichever comes first, the hours of work shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday with one-half (1/2) hour lunch and the rest breaks as defined in Section E. above.

#### **ARTICLE 13. HOLIDAYS**

- A. The following holidays will be given with the regular rate of pay: July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Day, New Year's Day, President's Day, Good Friday, Memorial Day.
- B. Christmas Eve afternoon (December 24) and New Year's Eve afternoon (December 31) shall be holidays only when that day is a regularly-scheduled work day for the individual employee.
- C. Should a holiday fall on a Saturday, all day Friday shall be a holiday. Should a holiday fall on a Sunday, all day Monday following shall be a holiday.
- D. Should weather or other conditions require attendance on the job for part of any of the days noted in 13-A above, personnel involved will, in addition to holiday pay, be paid one (1) times the employee's regular rate of pay in addition to the holiday pay or two (2) times the regular rate of pay.
- E. Call-out on holidays shall be for a minimum of two (2) hours of work and shall be paid one (1) time the regular rate of pay in addition to holiday pay (or two (2) times the regular rate of pay for a minimum two (2) hours of work).
- F. Over eight (8) hours of employment or any quarterly fraction thereof (exclusive of lunch period) on a holiday are to be paid at the rate of two (2) times the regular rate of pay.

#### **ARTICLE 14. LIFE, HEALTH AND HOSPITAL INSURANCE**

- A. During the term of this Agreement, eligible employees shall receive the same insurance contributions as the GFEA

- B.** The Employer agrees to provide a \$20,000 Term Life Insurance Policy on each full-time employee covered by this Agreement. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider.
- C. Duration of Insurance Contribution:** An employee is eligible for School District contribution as provided in Article 14 Section A above, beginning on the first business day of the month following the employees first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.
- D. Claims against the School District:** It is understood that the School District's only obligation is to make such contributions as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance coverage or benefits by an insurance carrier.

### **ARTICLE 15. ANNUAL LEAVE (Vacation)**

- A.** Annual leave time shall accrue at the rate established by the law as follows:
- 1.** From one (1) month through ten (10) years of employment at the rate of one and one-quarter (1-1/4) working days for each month of service to a maximum of fifteen (15) working days for each year of service.
  - 2.** From eleven (11) years through fifteen (15) years of employment at the rate of one and one-half (1-1/2) working days for each month of service to a maximum of eighteen (18) working days for each year of service.
  - 3.** From sixteen (16) years through twenty (20) years of employment at the rate of one and three-fourths (1-3/4) working days for each month of service to a maximum of twenty-one (21) working days for each year of service.
  - 4.** After twenty (20) years of employment at the rate of two (2) working days for each month of service to a maximum of twenty-four (24) working days for each year of service.
  - 5.** Annual leave time earned but not used at the time of termination shall be paid the employee at his regular, permanent classification rate. Annual leave time shall be granted at the time requested, insofar as possible, subject to requirement of service. There shall be no annual leave time granted until the employee has worked continuously for a period of six (6) calendar months.
- B.** Vacation time shall be taken at a mutually agreeable time between the employee and his/her supervisor.
- C. Personal Day**  
Employees shall be granted 2 Personal Leave Day on July 1 of each school year. The leave must be used by June 30<sup>th</sup>, and will not be carried over from year to year. The leave may be used in half day increments. The leave will not be cashed out upon termination.

### **ARTICLE 16. LEAVE OF ABSENCE**

- A. Any regular employee who has been an employee of the School District for three (3) years or more may be granted a Leave of Absence for not less than six (6) months or more than twelve (12) months.
- B. For absences caused by job-related accidents, the Employer will fully pay all insurance premiums for up to five (5) working days following the accident for employees who are not in a pay status.

#### **ARTICLE 17. BEREAVEMENT LEAVE**

1. Employees shall be allowed to use up to three (3) days of bereavement leave for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Immediate family shall be defined as employee's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother, step child's spouse.
2. Bereavement leave as defined in Article 17, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.
3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 17, (above). Administration may require documentation. The Request for Administrative Approval must be completed.
4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

#### **ARTICLE 18. SICK LEAVE**

- A. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restrictions as to the number of working days he may accumulate. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he has earned. An employee who terminates his employment with the School District is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to his accumulated sick leave earned after July 1, 1971. The pay attributed to his/her accumulated sick leave shall be computed on the basis of the employee's final salary or wage. Abuse of sick leave is cause for disciplinary action up to and including dismissal and forfeiture of the lump-sum payment cited above.
- B. Sick leave may be used for illness suffered by the employee or his immediate family. A doctor's report may be required by the Employer if an employee is absent from work for illness of the employee or his immediate family. The immediate family shall be defined as

father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse.

- C. Sick Leave Bank: If donor and receiver are both eligible to use sick leave, a member of this bargaining unit may donate, in writing, up to five (5) days accrued unused sick leave per year to a fellow bargaining unit member. No employee may receive more than twenty (20) days of donated sick leave during any fiscal year. While using the twenty (20) days of donated sick leave, the receiving employee may not receive pay or compensation from any other plan in which the District participates in whole or part.

### **ARTICLE (NEW)EMPLOYEE AND STUDENT SAFETY**

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

### **ARTICLE 19. JOB OPENINGS**

The Human Resources Manager shall advertise job openings to enable current staff to apply for position(s) of higher classification.

### **ARTICLE 20. PROBATIONARY PERIOD**

In District employees who have successfully completed their probationary period with the district and transfers into a position in the bargaining unit shall serve a 6-month probationary period. All others serve a 1 calendar year probationary period.

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

### **ARTICLE 21. SAVINGS CLAUSE**

It is the intention of the parties of this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of the Agreement shall be declared invalid the valid judgment or decree of a court of competent jurisdiction because of conflict with any Federal or Montana State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

### **ARTICLE 22. TERMS OF AGREEMENT**

- A. The terms and conditions set forth in this Agreement shall become effective 1 July, 2023, and shall remain in full force and effect through 30 June, 2025, and annually thereafter

from 1 July through 30 June unless one of the parties hereto serves written notice of termination or desire for modification upon the other party hereto, not less than sixty (60) days prior to the above specified expiration date, or any anniversary thereof. If notice of desire for modification is served, such notice must clearly specify the modifications desired. The issuance and service of such notice, whether the same be for termination or modification, shall operate to terminate this Agreement on its expiration date if no accord is reached between the parties prior to such time.

- B. Answering or counter-notice indicating termination or a desire to modify this Agreement may be issued and served by the opposite party. If such notice is issued, it must be in writing, must be served within twenty (20) days from the mailing date of the opening notice, and must, if it indicates only a desire for modification, clearly specify the modification desired.
- C. The issues, as formed by notice and counter-notice, as above specified, shall be the only subjects open for discussion and agreement during the course of negotiations or collective bargaining had during the continuance of this Agreement.

EXECUTED AT Great Falls, Montana, this **20th** day of **September**, 2023.

SCHOOL DISTRICT NO. 1

TEAMSTERS LOCAL UNION NO. 2



BY Luke Diekhans  
TITLE HR Director

BY Roque Houseman  
TITLE Business Representative

## **Appendix – Summer Work Hours**

Upon mutual agreement of the parties a four – ten hour shift schedule may be agreed upon by the parties for the Summer. The default schedule shall be the shifts worked during the school year. In the event a four – ten shift schedule is agreed upon the following terms shall apply.

### ARTICLE 12. HOURS OF WORK

- A. The work day shall consist of five (5) consecutive days at eight (8) consecutive hours exclusive of a lunch period of sixty (60) minutes or employees have the option of working four ten hour shifts exclusive of the lunch period.
- B. Overtime rates shall apply on all work done in excess of the hours noted in 12-A. The overtime rate is two (2) times the regular rate of pay.

### ARTICLE 10. WAGES

- C. In the absence of the foreman due to annual leave or sick leave, the assistant foreman shall assume the duties of the foreman and shall receive foreman's wage rates starting the first hour.

*Comment for clarification: The District does not want to end up paying extra Foreman time due to a foreman working 4 ten hour days and then having to pick up an additional 8 hours the day the foreman is off. Similarly if the foreman is scheduled for 8 hours and other members work 10 hours in a day we do not want to pay foreman pay for the 2 additional hours that the foreman is not present. Our goal is to be cost neutral, thus if the foreman is gone for a day due to personal leave then the district will pay the foreman wage to the assistant foreman.*

*Basically the District has allotted 40 hours per week of foreman pay. If the foreman works forty hours regardless of the shift the foreman gets the higher pay. If the foreman works less than 40 hours then the assistant foreman receives the higher pay.*

### ARTICLE 13. HOLIDAYS

For any holiday that falls during the four ten hour work day shall be handled by having the employee receive 8 hours for the holiday and the employee can take two hours of vacation or two hours of unpaid leave.

## **Sample Schedule**

**Basic Rules:** District requires a minimum of Four (4) staff Monday through Thursday with a minimum of three (3) staff on Fridays. District preference is have full staff on Mondays and minimal staff on Fridays. The workday will begin at 6 am for employees working the ten hour shifts and the employees working the eight hour shifts would follow the hours of work under article 12 Hour of Work section F as stated 7:30 a.m. to 4:00 p.m. with one-half (1/2) hour lunch and the rest breaks as defined in Section E.

<b>Employee:</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
1)	10 hours	10 hours	10 hours	10 hours	
2)	10 hours	10 hours	10 hours	10 hours	
3)	10 hours	10 hours	10 hours	10 hours	
4)	8 hours	8 hours	8 hours	8 hours	8 hours
5)	8 hours	8 hours	8 hours	8 hours	8 hours
6)	8 hours	8 hours	8 hours	8 hours	8 hours

\* In the event an 8 hour employee wished to take Friday off a 10 hour employee would have to work five 8 hour shifts that week. In the event the above sample schedule does not work the District reserves the sole right to accept or reject proposed changes.

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### Luke Diekhans

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