CONTRACT

2024 - 2026

between

Teamster Local #2
and the
Havre School District

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This agreement is entered into between the TEAMSTERS, Local Union No. 2, of Great Falls, Montana, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "UNION", and SCHOOL DISTRICT NO. 16 AND A of Havre, Montana, hereinafter designated as "EMPLOYER".

Article 1 Recognition

1.1 Union Recognition

The Board hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining as certified by the Board of Personnel Appeals.

1.2 Appropriate Unit

The appropriate unit shall consist of all employees performing work under the following positions:

- Clerical (Bookkeeper, Building Secretary, High School Activities, Transportation/Maintenance)
- Food Service (SFS Supervisor, Cook/Manager, Baker, Cashier/Ala Carte, Helper
- Transportation (Driver, Mechanic, Service Attendant)
- Custodial (First Custodian [High School], First Custodian [Middle School], Warehouseman, First Custodian [Elementary], Custodian
- Maintenance (Maintenance Specialist, Laborer)

Historical Note: The Board of Personnel Appeals originally certified this unit as five separate units (Clerical, Food Service, Transportation, Custodial and Maintenance).

1.3 Definitions

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

Temporary employees will be limited to ninety (90) calendar days of employment and will not be subject to Union membership as a condition of employment. Temporary employees are defined as those filling a new job created on a temporary basis.

Substitutes (45 days and less) are employees temporarily replacing permanent employees (leaves, illnesses, accidents, etc.), and are not subject to the temporary rule.

Long term Substitutes (45 days and more) Positions requiring a substitute for more then 45 days shall be subject to the bidding process. Upon the return of the regular employee the long-term sub shall be returned to their original position.

Students attending Havre Public Schools may be employed on a part-time or temporary basis without becoming Union members. Students who have graduated from high school may work only until September 30th following graduation under the classification of student.

Days, when used in this Contract, means calendar days unless otherwise specified.

1.4 Modification of Unit

Additions or deletions of classifications will be mutually agreed upon prior to change.

Article 2 Union Rights

2.1 Right to Organize

No employee shall be discharged or discriminated against by the Employer for upholding Union principles or working under the instruction of the Union, as long as such activity does not interfere with the efficient operation of the school and is legal. The Employer may grant reasonable, pre-arranged leaves of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Union". "Duly authorized representative" means members of regular constituted committees and/or officers of the Union -- a list of which is to be supplied to the Director of Personnel.

2.2 Visits by Union Representative

The Employer agrees that accredited representatives of Teamsters Local #2 shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business so long as the duty function of the employee(s) is not impaired. Superintendent's Office or the Personnel Office is to be advised of the Union's representative on the school property.

2.3 Information

The District agrees to furnish the Union upon request such information as is required by law.

2.4 First Aid Certification

District agrees to provide one class per year, at no charge, to all employees.

Article 3 Management Rights

3.1 Board Recognition

The union recognizes the prerogatives of the Board to operate and manage the school district in such areas as, but not limited to (except those management rights expressly waived in this Agreement):

A. direct employees;
B. 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 be inefficient and nonproductive;
D. maintain the efficiency of District operations;
E. determine the methods, means, job classifications, and personnel by which District
operations are to be conducted;
F. take whatever actions may be necessary to carry out the missions of the Districts in
situations of emergency;
G. establish the methods and processes by which work is performed.
H. establish, modify, delete, and enforce rules and regulations:
I. determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the kind of work to be performed by employees or others, and the places and manner in which it is to be performed.

Article 4 Probationary Period

4.1 Probationary Period

All new employees shall be probationary until they have served 9 months (calendar days) in the bargaining unit since their most recent date of hire After successful completion of probation, employees will not be disciplined without just cause.

4.2 Separations

Employees who terminate their service will be furnished, upon request, a letter stating their classification and length of service.

Article 5 Dues and Fees

5.1 Dues

The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement and dues, providing such assessments can be grouped and the total made payable to one assignee.

5.2 Union Security

All employees are covered by this Agreement. Application for and membership in the Union shall be in accordance with state and federal law. An employee who elects to be a Union member will pay to the union an amount equal to the initiation fee and monthly Union dues as a contribution to assist the employees as a group in meeting the costs of planning, negotiating, and administering the Agreement and of protecting and promoting their interests. The Employer will remain neutral on all Union business and will direct all questions about Union membership to the Union. Designated Union representatives and their local affiliates shall receive opportunity to provide membership information to Union-represented positions.

Hold Harmless
The Union will indemnify, defend and hold 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 of this Article or any other membership dues or representation fees provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

Article 6 Compensation

6.1 Salary Schedule

All employees shall be compensated according to the hourly wage rates reflected in the salary schedule.

6.2 Pay Days

The Employer shall hold paydays twice each month, on the days designated by the Employer.

6.3 Deduction Slips

Payroll deduction slips will be provided with each payroll warrant.

6.4 Travel Allowance

In-town and out-of-town mileage allowance will be established by Board Policy for the entire School District.

6.5 Holidays

A. A holiday is a scheduled day off, with pay, to observe the following:

1. New Year's Day - January 1
2. Good Friday - Friday Prior to Easter
3. Easter Monday - Monday after Easter
4. Memorial Day - Last Monday in May
5. Independence Day - July 4
6. Labor Day - First Monday in September
7. Thanksgiving Day - Fourth Thursday in November
8. Friday after Thanksgiving - Fourth Friday in November
9. Day before Christmas - December 24 (when Christmas falls on Saturday or Sunday, the Superintendent of Schools will designate when the holiday will be taken)
10. Christmas Day - December 25

B. All holidays listed above will be granted to all employees scheduled to work the day before, day of, or day after the holiday.

C. Holiday pay shall be prorated and based on the number of hours an employee is normally scheduled to work.

D. Any holiday pay shall be considered work time for overtime calculations.

E. Employees required to work on a holiday will be paid at one and one-half (1-1/2) times their regular rate of pay in addition to their normal pay, regardless of the forty (40) hour per week requirement. For those hours worked, the total rate of pay equals two and one-half (2-1/2) times the hourly rate.

F. Employees shall be granted ten (10) holidays during a twelve (12) month year without loss of pay if he/she is scheduled/contracted to work during the time in which the holiday occurs. Employees shall be granted the following holidays, except that the Employer may substitute a District holiday for one of the listed holidays

G. If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

H. Holidays falling on Saturday or Sunday shall be observed on the day designated.

6.6 Overtime

For all employees, Overtime rates shall apply on all work done in excess of 40 hours per week.

Overtime shall be paid in 15 minute increments i.e. 5 minutes worked = 15 minutes paid, 20 minutes worked = 30 minutes paid.

The overtime rate is 1 ½ times the regular rate of pay.

No overtime shall be worked, except in cases of emergency, without the direction and pre-approval of proper authority.

Employee shall not be required to suspend work during regular hours to absorb overtime.

Vacation pay shall be considered work time for overtime calculations

6.7 Temporary Performance of Higher Classification Duties

At the discretion of the Superintendent, an employee may be eligible for a higher rate of compensation for completing the duties of an absent employee if all the following conditions are met:

1. The absent employee is employed at a higher classification and compensation level;
2. The duties completed by the present employee are directly related to the higher classification and compensation level of the absent employee;
3. The present employee has completed the higher classification and compensation duties of the absent employee for 10 consecutive work days.

Once the above-noted conditions are met, the present employee may submit a request for a higher compensation rate to the Superintendent for the remaining period the present employee completes the higher classification and compensation duties of the of the absent employee. The Superintendent's authorization for the higher compensation rate will not be unreasonably withheld.

Article 7 Grievance Procedure

7.1 Definitions

A grievance is a claim by a grievant that there has been a violation or misinterpretation of the terms of this Agreement.

A grievant is an employee, or group of employees, and or the Union.

Days shall mean calendar days, except as otherwise indicated.

7.2 Individual Rights

Nothing in the grievance procedure shall be construed to limit the grievant and the appropriate supervisor or administrator from informally discussing and adjusting any grievance as long as the Union is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

7.3 Procedure

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP I. Immediate Supervisor

The grievant shall within twenty-one (21) days of the occurrence or of knowledge of the act or condition which is the basis of the complaint, present the grievance in writing, to the immediately involved supervisor.

The grievance shall be written on the appropriate grievance form (Appendix A) and shall include a statement of the grievance, which articles(s) are in dispute, and the requested remedy.

The immediate supervisor will arrange for a meeting with the grievant to take place within seven (7) days after receipt of the grievance. The supervisor shall provide the grievant and the Union with a written answer to the grievance within seven (7) days after the meeting.

STEP II. Superintendent

If the grievant or the Union is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within seven (7) days after presentation of the grievance at the meeting, then the grievance may be referred to the superintendent or superintendent's designee within seven (7) days. The superintendent shall arrange for a hearing with the grievant to take place within seven (7) days after receipt of the appeal. Upon conclusion of the hearing, the superintendent will have seven (7) days to provide the grievant and the Union a written decision.

STEP III. School Board

If the grievant or the Union is not satisfied with the disposition of the grievance at Step II, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance, within seven (7) days, may be referred to the Board of Trustees. The Chairman of the Board shall arrange for a hearing with the grievant to take place at the next regularly scheduled meeting. Upon conclusion of the hearing, the Board will have fourteen (14) days to provide the grievant and the Union a written decision.

STEP IV. Binding Arbitration

If the Union is not satisfied with the disposition of the grievance at Step III, or if no disposition has been made within the time period provided, the grievance, only at the option of the Union, may be submitted before an impartial arbitrator. The Union shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty-one (21) days after it has received the decision at Step III.

After notice of submission to arbitration, the Union shall request from the Montana Board of Personal Appeals a list of qualified arbitrators. Within fourteen (14) days of receipt, each party shall alternately strike names from the list and the name remaining shall be the arbitrator.

The arbitrator shall consider the grievance and render a decision within sixty (60) days of the hearing or final submission of briefs, whichever is later. The arbitrator's decisions shall be final and binding upon the parties.

Costs associated with binding arbitration shall be shared equally by the Union and the District. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript will pay the costs for the transcriber. If both parties request transcripts, they shall share equally in the cost.

7.4 Exceptions to Time Limits

The time limits set forth in this Article may be changed by written agreement.

7.5 Jurisdiction of the Arbitrator

The arbitrator shall have no power to alter, add to, subtract from the terms of this Agreement. The arbitrator's decision will be based upon the specific provisions of this Agreement. This arbitration provision shall be for grievances only.

7.6 No Reprisals

No reprisals of any kind will be taken by the Board, the school administration, the Union or the employee against any persons because of participation or non-participation in this grievance procedure.

7.7 Cooperation of the Employer

The Board, the administration, the Union and the employee will cooperate with the other in its investigation of any grievance, and further will furnish other such information as is requested for the processing of any grievance.

7.8 Personnel Files

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

Article 8 Seniority

A. Lay-offs caused by reduction in force shall be in inverse order of seniority, with classification and qualification being considered. The employee last hired, in the same unit, shall be the first released if qualifications are equal. Employees who are scheduled to be released shall be given at least ten (10) working days' notice. All recalls to employment shall be likewise in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work by certified mail and furnish the Union a copy of such notifications. If the employee fails to return to work in ten (10) working days, such employee shall be considered as having forfeited his/her right to re-employment. The employee is responsible for keeping a current address on file with the personnel office. RIF'd employees will remain on lay-off status for one (1) year.

1. When a First Custodian position is eliminated, he/she would use their seniority to bump the least senior First Custodian in the K-5 buildings. The displaced custodian may bump the least senior custodian if he/she holds more seniority in the unit.

B. Longevity shall be computed from the date the employee began regular uninterrupted service with the Employer. To be absent from the job due to layoffs will be considered lost time for purposes of seniority and longevity. However, previous service, upon re-employment, shall count toward seniority and longevity.

C. Employees whose seniority dates are the same shall have their seniority rank determined by alphabetic listing.

D. Seniority shall be forfeited by discharge for cause or voluntary termination.

E. When seniority prevails and before the employee has been declared qualified for a position he/she has applied for, the Employer shall not interfere with the employee's decision to apply for the position.

F. **Reduction in Hours.**
If an employee suffers a reduction of hours in his/her work week, such employee shall be able to exercise seniority in their classification to move to a position that has the most hours under their classification.

G. **Consolidation of Jobs**
If such action causes a reduction in the work force, then Article 3, Seniority, of this Agreement will be applied unless mutually agreed to by the Union and the Employer.

Article 9 Working Conditions

9.1 Work Day – Work Week

The workday shall consist of up to eight (8) consecutive hours exclusive of a lunch period of sixty (60) minutes. The workweek shall be five (5) consecutive days of forty (40) hours per week.
Drivers: The actual driving time for each route will be established by the Director of Transportation and the Transportation Supervisor. Fifteen (15) minutes will be added prior to departure time and upon return to allow time for bus safety inspection, warm-up, cleaning bus, etc.

Custodian/Maintenance: An employee who has worked his/her full normally scheduled work shift will not be required to return to work without at least ten (10) hours of off duty time, except in case of emergencies

Breaks: All employees shall be granted a fifteen (15) minute coffee break during the first four (4) hours of the shift, and another fifteen (15) minute coffee break during the second four (4) hours of the shift.

Meals: Unless the employee, at the Employer's option, elects to have a twenty (20) minute lunch and a single ten (10) minute break during an eight (8) hour shift, the meal period shall be no less than one-half (½) hour.

Call Out: For all call outs, each employee is guaranteed one (1) hour of work at time and one-half (1-1/2), regardless of the time needed to perform the call out.

> Actual: Time in excess of one (1) hour will be paid at the same rate and recorded in fifteen (15) minute intervals

Regularly assigned and executed "security and boiler checks" will be paid in accordance with other provisions in this section and should not exceed one (1) hour unless approved by the employee's supervisor.

9.2 Emergency Closures

The employee will be guaranteed his/her regular hours each day. If the regular duties are canceled, the employee will perform duties as assigned. In the event that school is cancelled, the Employer retains the right to reassign hours, as needed, to make up the cancelled time.

Certain emergencies and special circumstances may arise from time to time, which may necessitate the adjustment of the work day or work week. These special and emergency circumstances will be discussed with the employees and the Union with as much advance notice as possible.

9.3 Bus Routes

The driver of each route will be guaranteed his/her route hours each day. If the route is cancelled, the driver will perform other duties as assigned by the Transportation Supervisor. In the event that school is cancelled, the Employer retains the right to reassign hours as needed to make up the

cancelled time. These hours shall be paid at the Drivers contracted wage rate. The bus route lengths will consist of a minimum of 4 hours per day.

9.4 Summer Hours

Summer hours and work days will be scheduled by the School District. There will be no split shifts, unless mutually agreed to by the Union and Employer.

9.5 Non Discrimination and Equal Opportunity

It is the policy of the Employer and the Union to insure that applicants are employed and that employees are treated during employment without regard to race, sex, religion, color or national origin. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

Article 10 Health Safety and Welfare

10.1 Industrial Accident Insurance

The Employer shall carry Industrial Accident Insurance on all employees. Employees must, within twenty-four (24) hours, report to their supervisor, in writing, all personal injuries received in the course of employment. The Employer will insure that First Aid Kits are maintained in each work area.

During the duration of the CBA, Havre School District and Teamsters Local 2 will meet to discuss H&W if any increase is above 8%.

10.2 Health and Welfare

Eligible employees shall receive the following contributions:

Insurance contribution:

	Full Time	Part Time
FY 2025	$900	
FY 2026	$918	

Clerical	**Food Service**	**Transportation**
Bookkeeper	SFS Supervisor	Driver
Building Secretary	Cook/Manager	
High School Activities	Baker	
Transportation/Maintenance	Cashier/Ala Carte	
	Helper	

Insurance contribution:

	Full Time
FY 2025	$918
FY 2026	$918

Transportation
Mechanic
Service Attendant

Insurance contribution:

Full Time FY 2025	$918
Full Time FY 2026	$918

Custodial
First Custodian (High School)
First Custodian (Middle School)
Warehouseman
First Custodian (Elementary)
Custodian

Maintenance
Maintenance Specialist
Laborer

*Full Time: Employee who is regularly at least 30 hours per week.
**Part Time: Employee who is regularly scheduled for less than 30 hours per week.
***Note: The contribution rate for insurance for Custodial staff is significantly higher due to past bargaining sessions during which the parties agreed to defer wages in return for higher insurance contributions.

If the total number of hours worked by an employee who is working multiple jobs/positions within the Teamsters Union is at least 30 hours per week, the employee is eligible to receive the full-time insurance rate.

The Employer agrees to pay three months' premiums for Employees who are unable to work due to a medically verified illness or injury. Such premiums shall be payable after the employee's eligibility for all other premium payments have been exhausted. An employee is eligible for three months District paid insurance premiums only if the employee has been employed by the District for at least twelve (12) months and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months immediately prior to the date leave is requested. Employees are only eligible for three (3) months of District paid premiums during a twelve-(12)-month period.

For all Custodial/Maintenance, Mechanics and Service Attendant Union Members who participate in the Health Insurance Program, the District will pay as outlined in the attached Letters of Understanding.

Other Union Members may elect insurance coverage under the District Health Insurance policy as per eligibility requirements.

Article 11 Leaves

11.1 Sick Leave

Sick Leave shall be in compliance with Montana Codes Annotated.

A. Rate Earned

One day per month, pro-rated for part-time permanent employees, unlimited accumulation. May be used after the first ninety (90) days of employment. One-fourth (1/4) buy out a current rate of pay upon satisfactory termination of services with the District. Illness during holidays are considered holiday pay.

B. Use

Sick leave may be used for personal illness, injury, medical disability, maternity related disability, quarantines or medical examinations. In addition, sick leave may be used for necessary care or attendance to an immediate family member for the above reasons until other attendance can reasonably be obtained. Finally, sick leave may be used for death or funeral attendance for an immediate family member or at the District's discretion for another person. Immediate Family means the employee's spouse and any members of the employee's household, or any parent, child, grandparent, grandchild, or corresponding in-law.

C. Reporting

If a Union employee is unable to work because of the above listed reasons, he/she must notify the immediate supervisor or the Director of Operations or the Director of Personnel. The Central Office Staff should be notified only in those cases when the immediate supervisor cannot be located.

D. Abuse of Sick Leave

1. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.

2. Chronic, persistent or patterned use of sick leave may be subject to progressive discipline.

3. Absences improperly charged to sick leave may, at the district's discretion, be charged to available compensatory time or leave without pay. Annual leave may be used at the mutual agreement of the employee and the district.

4. Any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment are subject to the appropriate grievance procedure.

11.2 Sick Leave Pool

Sick Leave Grants: Employees may donate a portion of their sick leave accrual to another employee who suffers an extensive illness or accident on an equal hour for an hour basis through a direct grant.

Direct Grant Defined: A direct grant is defined as the extension to an employee of up to 160 hours of sick leave in a 12 month period which is donated by other Havre School District employees subject to this Agreement, for the specific use of the employee. The District agrees to post on the employee bulletin board when an employee is in need of a grant and at what point they will become eligible for one. The posting shall remain active for 20 calendar days.

Direct Grant Criteria & Limitations: Employees may make a direct grant of sick leave to an employee who is suffering from an extended illness or accident that results in an absence from work of at least 10 consecutive days. To be eligible to make a direct grant, an employee must have:

- completed the 90 day qualifying period for use of sick leave
- have a minimum balance of 40 hours of accrued sick leave following the contribution.

An employee may grant a maximum of 40 hours of sick leave in a 12 month period through the direct grant program. The 12 month period is calculated from the first day an employee makes a direct grant. All contributions are irrevocable, except donations that exceed the amount being requested, which will be returned to the donor.

An employee may receive a direct grant of sick leave to provide necessary care of or attendance to an immediate family member until other attendance can reasonably be obtained. An employee may receive no more than a maximum of 160 hours of sick leave in any continuous 12 month period in direct grants. The 12 month period is calculated from the first day the employee takes sick leave which is a direct grant. An employee must meet the following criteria to be eligible to receive a direct grant:

1. Meet the 90 day qualifying period to take sick leave.
2. Suffer an extensive illness or accident which results in absence from work of no less than 10 consecutive working days.
3. Exhaust all personally accrued sick leave, and vacation leave,
4. Notify supervisor of request of additional leave of absence.
5. Provide a physician's certificate to the Director of Personnel.

Direct Grant Process: To receive a sick leave grant, an employee must make a written request to the Director of Personnel.

Forms for donating sick leave hours are available from the Personnel Office.

Part-time Employees & Direct Grants: Permanent part-time employees are eligible to contribute to and use sick leave, as defined above, on a pro-rated basis according to the number of hours the employee normally works, or, if the employee does not have a regular schedule, the number of hours the employee is guaranteed.

Leave received via the Direct Grant process will run concurrently with Family Medical Leave.

11.3 Bereavement Leave

In the event of the death of an immediate family member which is defined as the employee's spouse, any members of the employee's household, a parent, child, grandparent, grandchild, sibling, or corresponding in-law, an employee shall be entitled to a maximum of three (3) working days with pay, the purpose of which is to attend the funeral. Employees shall notify and receive authorization from their immediate supervisor or the Director of Operations or the Director of Personnel, prior to taking bereavement leave.

11.4 Annual Leave

Annual Leave shall be in compliance with Montana Codes Annotated.

Annual Leave Accrual Rate: Annual leave time shall accrue at the rate established by the law as follows:

a) 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, prorated based on hours worked.
b) 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, prorated based on hours worked.
c) 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, prorated based on hours worked.
d) 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, prorated based on hours worked.

Accumulation of Leave: Annual leave may be accumulated to a total not to exceed two (2) times the maximum number of days earned annually as of the last day of any calendar year. In the event the employee annual leave accrual exceeds two (2) times the maximum number of days earned annually as of the end of the calendar year the employee and employer shall follow the protocol outlined in MCA.

In the event an employee does not take his/her earned annual vacation leave, the employee may at his/her option be reimbursed for such unused leave at his/her current rate of pay. Employees must give the District Clerk notice by May 1 of their intent to be reimbursed for unused leave. If notice is not given by May 1, unused leave shall carry over.

Pay Out: Annual leave time earned, but not used at the time of termination, shall be paid to the employee at his/her regular permanent classification in effect on the employee's last day of work.

In the event of death of an employee, unused and earned vacation time, and ¼ of the accrued sick leave shall be paid to the employee's heirs at the employee's regular rate of pay.

Leave Requests: It will be the general practice of the School District that all vacation days earned as of June 30th of each year will be taken during that particular summer. Allowance for

vacation other than summer months will be worked out between the employee and the immediate supervisor. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the district supervisor, with regard to seniority and the best interest of the School District.
Vacation time may be taken on an as needed basis.

11.5 Other Leaves with Pay

Military Leave: Any employee who is a member of the organized National Guard of the State of Montana or who is a member of the organized or unorganized reserve corps or forces of the United States Army, Navy, Marine Corps, Air Force, or Coast Guard, shall be given leave of absence, not to exceed fifteen (15) paid working days, after six (6) months of employment, for attending regular encampments, training cruises, and similar training programs, under military orders properly issued by military authorities.

Such absence shall not be charged against other leave credits earned by the employee. During the period of leave, employee will be paid at his/her regular rate of pay.

Jury Service: An employee who shall serve as a member or potential member (during the Voir dire process) of any jury shall be permitted to be absent from his duties without loss of pay and without charge against any leave. Pay received for jury service shall be reported to the Employer and the salary of the employee shall be reduced in the amount the employee received for jury service.

If an employee elects to charge his jury time off against his/her annual leave, he/she shall not be required to remit his/her jury fee to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowance paid him by the court.

Subpoena: Any employee who, through no personal negligence, shall be summoned by subpoena to appear in a court action as a witness shall be permitted to be absent from his/her duties, as required by such subpoena without loss of pay or charge against any leave. Pay received for such service shall be reported to the Employer and the salary of the employee shall be reduced in the amount the employee received for such service, if an employee elects to charge the time against vacation leave, he/she may keep money received for the service.

11.6 Family Medical Leave Act

The District will adhere to the Family Medical Leave Act.

11.7 Extra-Curricular Service

In the event an employee earns a stipend in service as a coach, sponsor, or advisor of a District-sponsored sport, activity, or event included on the Extra-Curricular Schedule, the employee may, with supervisor authorization, complete duties and earn compensation for hours missed in service to the activity on a different day as trade time.

Article 12 Vacancies

A. Whenever a new position is created or a vacancy occurs in an existing position, the Employer shall notify the Union of the fact via e-mail with a request to notify the sender of receipt and also by USPS not more than one (1) month prior to the actual date when the opening is to be filled. If the Employer requires qualifications to assume the duties of a new or vacated position, the qualifications must be listed in the above mentioned notice. It shall be the employee's responsibility to supply the Personnel Office with their current e-mail address for these mailings.

1. Each employee may submit a blanket bid for each specific job they wish to bid on September 1 of each school year or any other time during the year after this date. This confidential bid is to be registered with the Director of Personnel on the District form. This in no way prevents employees from using the normal bid procedures.

2. **Bidding or Requesting Lateral Transfers:** Qualified Union members within the unit will have five (5) working days from the date of notice to apply for a new or vacated position or any position that may develop as a result of the bidding process. Employees must list, in writing, any and all positions of a higher classification they wish to bid on.

Employees desiring consideration for a lateral move within the unit should make their request known in writing. Applications by qualified Union members shall be sent directly to the Personnel Director, Havre Public Schools.

3. **Vacated or New Position:** When the bid is posted for a vacated or new position within a unit, Teamsters are thereby notified that a job will open somewhere within the five (5) units. All Teamsters interested in changing jobs must notify the Personnel Director of any and all jobs they wish to bid as a result of the vacancy or new position. This notification should include bidding across units, as well as bidding within the unit, for a higher classification or a position with increased hours. All bids must be received, in writing, within five (5) working days of the date of notice.

4. Without major disruption to the District operations, the District will attempt to add hours to current employees before hiring long-term substitutes for extended leaves. The District will add hours within the building first, to the best qualified, most senior employee. No bumping will occur as a result of the transfer.

B. The Employer shall recognize seniority exclusive to bidding within unit not across units, and specific qualifications in awarding job assignments when filling vacated positions. Where qualifications are equal, seniority within unit shall prevail.

Employees will be considered eligible for a vacated position at the same job classification as the one held by the employee subject to the best interest of the Employee and Employer. It is the intention of the parties of this Agreement that the Employer shall grant preference to persons already in employment when making job assignments that are open to application. If there is a difference of opinion regarding the qualifications of an employee, the employee affected shall proceed in accordance with the grievance procedure as outlined in this agreement.

1. When a vacancy occurs in a job classification or a new position is created, the Union members of that unit, who are eligible and qualified to fill the vacancy, may bid for such vacancy in the manner prescribed in the Article on "Jobs Posting". The employee selected for the position shall have a ninety (90) day trial period in the position to meet the specific qualifications required and to prove competency in the position. If the employee fails to meet the specific qualifications required or fails to prove competency, he/she will be transferred back to his/her original position within the unit. If, however, the employee meets the specific qualifications required during the ninety (90) day trial period, he/she will then assume the normal job security risks that go with any position.

2. When a vacancy occurs in a unit and no member of that unit bids the position, or no member is qualified, members from other units may bid the position. Members from other units must be qualified before bidding. If the employee fails to prove competency, he/she will not be guaranteed his/her original position. If the employee meets the qualifications required and proves out in other ways during the ninety (90) day trial period he/she will then assume the normal job security risks that go with any position.

3. In the event vacancies are not filled through the bidding process, the Employer has the right to hire new personnel.

4. When a District employee moves from one unit to another unit within the Union, his/her name will be placed at the bottom of the seniority roster for seniority purposes within the unit to which he/she has moved.

5. The employee, however, will retain his/her original employment date with the District for longevity pay and fringe benefits.

6. Without major disruption to the District operations, the District will attempt to add hours to current employees before hiring long-term substitutes for extended leaves. The District will add hours within the building first, to the best-qualified, most senior employee.

7. No bumping will occur as a result of the transfer.

C. When an employee with more years of seniority has applied for a vacant position is not assigned thereto, he/she shall upon request be entitled to be advised in writing of the reason he/she did not receive the assignment. If not satisfied with the reasons stated for not receiving the assignment, he/she may invoke the grievance procedure.

D. Job openings that come open during the summer will be posted at the Robins School from August 1 through August 5 each year for Food Service, Bus Drivers and Clerical.

E. When a new hire to a department arrives, they will be assigned a single trainer. This trainer will receive a one-time per trainee payment of $100 in the following pay period for the added responsibility. Training is to be approved by administration.

Article 13 No Strike – No Lockout

It is agreed that there will be no strike, lockouts, picketing, sit-downs, stay-ins, slow-downs, walkouts, curtailment of work or stoppage of operations of any kind by the employee during the entirety of this Agreement.

Article 14 Savings Clause

Should any Article, Section or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

Article 15 Term, Amendments and Modifications of Agreement

A. If either party to this Agreement wishes to change or modify this Agreement, the party must present the other party with a written description of items they desire changed or modified on or before the last day of April of each calendar year.

Minimums: 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 the same to the minimums herein prescribed, without the consent of 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 of above scale employees. This clause shall not be construed to limit, impair or act as a waiver or estoppel of Union's rights 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.

Effective Dates: This Agreement shall be effective as of the first day of July, 2024 and shall remain in full force and effect until the 30th day of June, 2026, with the following provisions:

a) During the term of this Contract, all dollar increases over the previous year will be subject to voter approval required special levies. Should special levies fail to gain voter approval, the Contract will be considered "open".

b) This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, on or before the last day of April, prior to the anniversary date that it desires to modify the Agreement.

Changes to Agreement: Neither party to this Agreement shall make unilateral changes in the terms of this Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

IN WITNESS WHEREOF, the parties hereto, acting by and through their respective and duly authorized officers and representatives, have hereto set forth their hands and seals this _____ day of _____, 2024.

SCHOOL DISTRICT 16 AND A

_____
Chairman, Board of Trustees

_____
District Clerk

TEAMSTERS LOCAL UNION #2

_____
Business Representative

SIGNATURE PAGE ON FILE AT DISTRICT OFFICE

ADDENDUM A-1

2024-2026

CLERICAL	**FY 24**	**FY 25 4%**	**FY 26 2%**
Assistant School Business Official	$20.39	$22.50	$22.95
Building Secretary	$19.14	$19.91	$20.31
K – 5 School Secretary & Asst. to Central Office Admin	$19.49	$20.27	$20.68
HS Activity & Trans/Maintenance	$19.78	$20.57	$20.98
FOOD SERVICE			
SFS Supervisor	$19.65	$20.44	$20.85
HS Head Cook	$19.21	$19.98	$20.38
LM Head Cook	$19.11	$19.87	$20.27
HS/LM Asst Cook	$17.49	$18.19	$18.55
Baker	$18.17	$18.90	$19.28
Asst Baker	$17.49	$18.19	$18.55
Cashier/Ala Carte	$17.76	$18.47	$18.84
Helper	$17.38	$18.08	$18.44
CUSTODIAN			
First Custodian HS	$20.06	$20.86	$21.28
First Custodian MS	$19.57	$20.35	$20.76
Warehouseman	$19.45	$20.23	$20.63
First Custodian Elem	$19.32	$20.09	$20.49
Custodian	$18.45	$19.19	$19.57
TRANSPORTATION			
Mechanic	$26.15	$32.00	$32.64
Service Attendant	$23.47	$24.41	$24.90
Drivers	$20.09	$20.89	$21.31
MAINTENANCE			
Maintenance Specialist	$23.47	$24.41	$24.90
Laborer	$19.57	$20.35	$20.76
Maintenance Utility	$21.15	$22.00	$22.44

ADDENDUM B-1

NAMES TO BE SUPPLIED TO THE PERSONNEL DEPARMENT:

Officers
Steward
Regular Constituted Committees
Union Representatives

PROBATIONARY PERIODS:

30 Days – Join Union

90 Days – Competency on the Job
90 Days – Probationary Salary
180 Days – Bidding Another Job (Unless approved by the District)

LONGEVITY RATES:

24 Months but less than 36 Months	$.43 Per Hour
36 Months but less than 60 Months	$.56 Per Hour
60 Months but less than 120 Months	$.75 Per Hour
120 Months but less than 240 Months	$.94 Per Hour
240 Months but less than 300 Months	$1.11 Per Hour
300 Months but less than 360 Months	$1.30 Per Hour
360 Months but less than 420 Months	$1.60 Per Hour

Bus

Activity Trip Rate for permanent employees shall be as follows for waiting time or driving:

Flat Non-Contract Rate: For all hours worked outside of the Contracted Designated Route
Time: 85% of driver's rate

Permanent extension of routes during the day, except for special education, will be bid to all drivers whose route is not in conflict. When a Driver quits or changes routes, if conflict occurs, such extensions shall be bid separately from the route.

Short Activity Routes conducted during the day and bus washing will be paid at the Driver's hourly rate.

Call outs for pickup/drop off on field trips shall be guaranteed one (1) hour of work.

All scheduled routes including special student delivery shall be guaranteed one (1) hour of work.

Any additional mandated cost created by new licensure requirement(s) will be incurred by the District.

MEAL PAY: Meals while traveling with students, when unable to eat with the group:

Breakfast	$ 8.25
Lunch	$ 9.25
Dinner	$16.00

MEETINGS – BUS DRIVER:

Each Bus Driver shall be entitled to thirty (30) minutes' pay for attendance at monthly transportation meetings.

CONTRACTED WORK:
Contract rate will be Driver's Rate for outside entities, i.e., College Students, Retired Railroad, etc.

APPENDIX A: GRIEVANCE REPORT FORM

_____ Grievant _____ Date

Statement of facts:

Basis for Grievance:

Action Requested or Relief Sought:

(Attach Additional Sheet if Needed)

_____ _____

Signature Date

(TO BE FILED IN SEPARATE GRIEVANCE FILE)

HAVRE PUBLIC SCHOOLS - Teamster Seniority

CLERICAL as of July 1, 2024

NAME	CLASSIFICATION	CONTRACT LENGTH	SENIORITY DATE	SEN. EMP. MONTHS	LONGEVITY DATE	LONGEVITY MONTHS
Baltrusch, Molly	Building Secretary	10	Aug. 19, 91	329.75	Aug. 19, 91	329.75
Haigler, Leila	Transption/Maint	12	June 9, 08	192.75	June 9, 08	192.75
VanCampen, Kylene	Bookkeeper	12	Aug. 13, 07	159.5	Aug. 13, 07	159.5
Berreth, Stephanie	Building Secretary	9.75	Jan. 7, 19	54.25	Aug. 26, 15	82.25
Thomas, Christina	Building Secretary	9.75	Aug. 10, 20	39.25	Aug. 10, 20	39.25
Hipple, Kaci	Building Secretary	9.75	Apr. 6, 21	31.25	Apr. 6, 21	31.25
Overcast, Katie	Building Secretary	9.75	Aug. 11, 21	29.25	Sept. 13, 17	65.25
Mallory Walton	Activities Secretary	9.75	Jan. 11, 23	14.25	Jan. 11, 23	14.25
Ashlee Chagnon	Building Secretary	9.75	March 15, 23	12.75	Aug. 22, 22	18.75

HAVRE PUBLIC SCHOOLS - Teamster Seniority

CUSTODIAL as of July 1, 2024

NAME	CLASSIFICATION	CONTRACT LENGTH	SENIORITY DATE	SEN. EMP. MONTHS	LONGEVITY DATE	LONGEVITY MONTHS
Darrah, Clark	Head Custodian	12	Sept. 14, 11	153.5	Sept. 14, 11	153.5
Munson, James	Custodian	12	Oct. 29, 14	116	Oct. 29, 14	116
Rolf, Chase	Head Custodian	12	May 27, 15	109	May 27, 15	109
Harrison, Wade	Head Custodian	12	Dec. 17, 15	102.5	Dec. 17, 15	102.5
Wilson, Riche	Custodian	12	Aug. 30, 18	70	Aug. 30, 18	70
Montagino, Matt	Head Custodian	12	June 12, 19	82	June 12, 19	82
Ball, Cheryl	Custodian	12	Jan. 11, 21	41.5	Oct. 12, 20	44.5
Woronik, Mitchell	Custodian	12	Feb. 28, 22	28	Feb. 28, 22	28
French, Jamie	Custodian	12	June 15, 22	24.5	June 15, 22	24.5
Zinner, Theresa	Custodian	12	June 15, 22	24.5	June 15, 22	24.5
Baugh, David	Custodian	12	Aug. 25, 22	22	Aug. 25, 22	22
Sorensen, Ryan	Custodian	12	Oct. 4, 22	21	Oct. 4, 22	21
Sorensen, Christian	Custodian	12	Jan. 11, 23	17.75	Jan. 11, 23	17.75
Ian Munson	Custodian	12	Apr. 12, 23	14.5	Apr. 12, 23	14.5
Lance Seely	Custodian	12	Dec. 15, 2023	6.5	Dec. 15, 202	6.5
Katelyn Maloughney	Custodian	12	Apr. 2, 2024	2.5	Apr. 2, 2024	2.5
WAREHOUSEMAN						
McCormick, Jeff	Warehouse	12	Aug. 13, 14	118.5	Aug. 13, 14	118.5

HAVRE PUBLIC SCHOOLS - Teamster Seniority

MAINTENANCE as of July 1, 2024

NAME	CLASSIFICATION	CONTRACT LENGTH	SENIORITY DATE	SEN. EMP. MONTHS	LONGEVITY DATE	LONGEVITY MONTHS
Nesslar, James M	Maint. Specialist	12	Sept. 29, 97	321	June 4, 97	325
Reichelt, Logan	Maint. Specialist	12	June 25, 14	120.25	June 25, 14	120.25
Joy, Ryan	Laborer	12	Sept. 10, 18	67.5	Aug. 28, 13	112
Hinkle, Willard	Maint Utility	12	Dec. 09, 20	42.5	Dec. 09, 20	42.5

HAVRE PUBLIC SCHOOLS - Teamster Seniority

SCHOOL FOOD SERVICE as of July 1, 2024

NAME	CLASSIFICATION	CONTRACT LENGTH	SENIORITY DATE	SEN. EMP. MONTHS	LONGEVITY DATE	LONGEVITY MONTHS
Wolf, Carol	Head Cook	9	Aug. 27, 01	207	Aug. 27, 01	207
Powell, Rachel	Supervisor	9.5	Aug. 27, 07	154.5	Aug. 27, 07	154.5
Frey-Carlson, Ronda	Cashier	9	Aug. 28, 07	153	Aug. 28, 07	153
Majeres, Brenda	Helper	9	Oct. 8, 07	151.75	Aug. 27, 03	189
Robinson, Margaret	Asst Baker/Cashier	9	Mar. 29, 11	119	Mar. 29, 11	119
Herron, Lori	Helper	9	Sept. 11, 13	98.5	Sept. 11, 13	98.5
Lee, Bridget	Cashier	9	Feb. 11, 15	84.5	Feb. 11, 15	84.5
Hanson, Shawna	Head Cook	9	Sept. 14, 15	80.5	Sept. 14, 15	80.5
Duncan, Tami	Helper	9	Sept. 19, 16	71.5	Sept. 19, 16	71.5
Allison, Christy	Cashier	9	Sept. 13, 17	63	Sept. 13, 17	63
Bledsoe, Kayla	Asst Cook	9	May 9, 18	55	May 9, 18	55
Edmonds, Mackenzy	Cashier	9	May 2, 19	46	Oct. 12, 16	71
Mosbrucker, Kim	Cashier/Helper	9	Aug. 24, 21	27	Aug. 24, 21	27
Kultgen, Mary	Helper	9	Nov. 29, 21	24	Nov. 29, 21	24
Kinsella, Heidi	Helper	9	May 27, 22	18	Aug. 26, 09	142
Overcast, Jessica	Helper	9	Feb. 14, 23	3.5	Sept. 15, 21	26.5
Stinson, Tracy	Helper	9	Aug. 23, 23	9	Aug. 23, 23	9
Freeman,Rachel	Cashier	9	Nov. 15, 23	6.5	Nov. 15, 23	6.5
Harkins, Mindy	Helper	9	Nov. 15, 23	6.5	Nov. 15, 23	6.5

HAVRE PUBLIC SCHOOLS - Teamster Seniority

TRANSPORTATION as of July 1, 2024

NAME	CLASSIFICATION	CONTRACT LENGTH	SENIORITY DATE	SEN. EMP. MONTHS	LONGEVITY DATE	LONGEVITY MONTHS
Badgley, Mike	Driver	9	Nov. 17, 06	159.5	Nov. 17. 06	159.5
George, LeRoy	Driver	9	Aug. 25, 14	90	Aug. 25, 14	90
Sorensen, Alan	Driver	9	May 13, 15	82	May 13, 15	82
Trumpour, Patrick	Driver	9	Aug. 24, 15	81	Aug. 24, 15	81
Thompson, Loree	Driver	9	Aug. 29, 16	72	Aug. 29, 16	72
Graham, Richard	Driver	9	Apr. 10, 17	65	Apr. 10, 17	65
Sisty, Jim	Driver	9	Aug. 30, 17	63	Aug. 30, 17	63
McKnight, Greg	Driver	9	Sept. 27, 21	26	Sept. 27, 21	26
Sprinkle, Bruce	Driver	9	Dec. 13, 21	23.5	Dec. 13, 21	23.5
Huff, Phil	Driver	9	Aug. 22, 22	18	Aug. 22, 22	18
Brian Schlotfeldt	Driver	9	Jan. 25, 23	13	Jan. 25, 23	13
Morris Sherlin	Driver	9	Feb. 6, 23	12.75	Feb. 6, 23	12.75
Maria Walters	Driver	9	Aug. 22, 23	9	Aug. 22, 23	9
Veda Olesen	Driver	9	Feb. 1, 24	4	Feb. 1, 24	4
Hamilton, Seth	Mechanic	12	Jan. 13, 21	41.5	Jan. 13, 21	41.5
Woodwick, Woody	Service Attendant	12	Jan. 14, 09	149.5	Jan. 14, 09	149.5