COLLECTIVE BARGAINING CONTRACT

BY AND BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) MONTANA COUNCIL NO. 9
LOCAL NO. 2774

AND

HELENA SCHOOL DISTRICT NO. 1

2025 – 2027

AGREEMENT

This Agreement is made and entered into this 1st day of July, 2025, by and between the Helena School District No. 1, hereinafter referred to as the Employer and Local 2774 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union; for the purpose of promoting and improving understanding between the Employer, its employees and the Union, relative to: Employer-employee relations; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE I - RECOGNITION

The employer recognizes the American Federation of State, County, and municipal employees Local No. 2774, Montana Council No. 9, affiliated with the AFL-CIO of Helena, Montana as the exclusive representative for collective bargaining purposes for all Building Maintenance Personnel and Centralized Maintenance Personnel of Helena School District No. 1, excluding management, supervisor and confidential employees as excluded by the Collective Bargaining Act for public employees.

ARTICLE II - UNION SECURITY – DUES ASSIGNMENT

A. The Employer agrees to accept and honor voluntary written assignment of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues. Authorized deductions shall be revocable in accordance with the lawful terms under which an employee voluntarily authorized said deductions.

B. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to AFSCME Council 9 by the tenth (10) of the succeeding month after such deductions are made.

C. The Union agrees to hold harmless the Employer for any loss or damages arising from the operation of this Article due to unintentional errors.

ARTICLE III – NEW EMPLOYEE ORIENTATION

The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. New Employee Orientation (NEO) is normally scheduled the 1st and 3rd Monday of each month. The Employer shall provide notice of at least seven (7) calendar days prior to such session. The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union. In the event the employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the union shall be provided with the name of the employee and their duty location, and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

Any Union materials that require the employee's signature shall be returned to the Union by the Employer upon completion.

STATUTORY RIGHTS/INQUIRIES

The Union and the District agree that the District may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in 39-31-201, MCA. The parties further agree that the District shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

ARTICLE IV - NON-DISCRIMINATION

No employee shall be discharged or discriminated against by the Employer for upholding Union principles or Union activities, as long as such activity does not interfere with the normal operation of Helena School District No. 1. The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "duly authorized representative of the Union." "Duly authorized representative" means members of regularly constituted committees and/or officers of the Union, a list to be supplied to the Employer. This clause shall comply with the Civil Rights Discrimination Act of 1964 and any amendments thereto.

ARTICLE V - EMPLOYMENT RIGHTS

A. Probationary Period

1. The Employer shall have one (1) year from employment start date to evaluate new employees to determine the individual's competency.

2. During the probationary period, the Department Director or the Director's appointee will conduct one evaluation session to inform the employee about strengths, weaknesses, and methods of improvement, and shall include a signed acknowledgment by the employee of the evaluation.

3. At any time during the probationary period an employee may be separated at any time and for any reason without recourse to the grievance procedure.

C. Exchange

Exchange shall be allowed within the School District and Bargaining Unit, only by mutual agreement between the two (2) employees affected, the appropriate Manager and Labor/Management Committee. Such arrangement shall not create a vacancy and therefore shall not affect ARTICLE VI. F. 1. JOB POSTING.

D. Work-Study Employees

1. The Union recognizes and encourages the Employer to participate in any work study program available through federal or state grants; provided that:

   a. Work-study employees will not be assigned to do any work that deprives an employee from any presently established salaried position, and

   b. Such employees may be hired for NO MORE than 720 hours per year.

2. Students employed under a work-study program will not be required to pay union dues as the Union's contribution to the work-study program.

E. Part-time Employees

1. Substitute employees shall not be used in such a manner as to deprive the Union of any currently established permanent position or any permanent positions which may be created in the future.

2. Part-time employees are those employees who normally work less than forty (40) hours per week.

F. Veterans Re-employment Rights

Employees called to active military service will be given re-employment rights in accordance with Federal Veterans' Re-employment Rights Statutes.

ARTICLE VI - WORKING CONDITIONS

A. Work Day:

Except as otherwise provided in this Agreement, a workday shall consist of eight (8) hours in a twenty-four (24) hour period, exclusive of the meal period.

B. Work Week:

The workweek shall consist of forty (40) hours, consisting of five (5) consecutive days of eight (8) hours each, with two (2) consecutive days off in each seven (7) days. So far as is practical, the days of rest will be Saturday and Sunday.

C. Shifts and Meal Period:

1. When a meal period is assigned, it will be regularly assigned between the end of the third hour and the beginning of the sixth hour after the starting time of the day's work.

2. For Building Maintenance Personnel while school is in session shifts shall be generally scheduled as follows:

Day Shift
Evening Shift

While school is not in session, during the periods of Summer Break, Winter Break, and Spring Break, eight (8) consecutive hours without a meal period shall be assigned as constituting a day's work, in which not to exceed twenty (20) minutes shall be allowed to eat without deduction in pay. This shift will normally be 7:00 am to 3:00 pm unless District need(s) as determined by management require a change in the shift hours.

3. For Centralized Maintenance Personnel the shifts shall be generally scheduled as follows:

   Day Shift
   Evening Shift

4. Exceptions or changes to the established work schedules for the general membership may be made by mutual agreement between the Union and Management at a Labor-Management Relations Committee meeting. An individual custodian's work schedule may be modified by management if there is a business need or medical related reason for the schedule change.

5. As long as Vigilante Day continues as an early dismissal for students' full-time custodians must work at least a four (4) hour day. Part-time employees will be pro-rated. Employees covered under this agreement who are required to work beyond four (4) hours on Vigilante Day will be paid one and one-half (1 ½) times their normal rate of pay.

D. Rest Period:

One 15-minute rest period will be granted at the end of the second hour of work and a second 15-minute rest period shall be granted at the end of the sixth hour of work.

E. Seniority:

1. Seniority shall be computed from the date the employee began regular uninterrupted service with the Employer.

2. Employees whose seniority dates are the same shall have their respective seniority rank determined by alphabetic listing. (No change in seniority shall be made because of change of name.)

3. On July 1st of each calendar year after the date of signing this Agreement, the Employer shall prepare and furnish to the Union a seniority roster of all employees in Addendum "A" hereunder:

   a. Such roster shall at least include the numerical rank assigned, the name of each employee so classified, and date of hire.

   b. Employees may protest their seniority designation through the usual procedure if they have cause to believe an error has been made.

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

5. Layoffs caused by reduction-in-force shall be in order of seniority within the classification in which employed, that is, the employee last hired shall be the first released. Employees who are scheduled to be released shall be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the classification in which employed, 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; and if the employee fails to notify the Employer within ten (10) calendar days of an intention to return to work, such employee shall be considered as having forfeited re-employment rights. Recalls to employment under this section shall apply only to employees laid off in the previous 12-month period. Employees covered under this agreement who are laid off because of a reduction in force and become re-employed by the District within 12 months of the date of their reduction in force will return to their previous level on the salary schedule. Full-time regular employees who have been laid off will be the first called for all available work.

6. The Employer shall recognize seniority within the District and qualifications in awarding positions to employees when filling newly created or vacated positions listed in Addendum "A." Where qualifications are equal, as determined by the District, seniority and/or employment within the school district shall prevail. This provision does not apply to the positions of: Day Custodian and Centralized Maintenance Worker.

F. Job Posting

1. Vacancies shall be defined as the existence of a District-determined need to obtain additional staff resulting from unfilled assignments within the District. When a new position is created or a vacancy occurs in any existing position, the following process will be utilized to fill the position: The Union and the District agree to the following process for selection of bids for all positions in the bargaining unit except for the positions of Day Custodian and Centralized Maintenance Worker.

   a. At each quarter (October, January, April and July) union members who wish to bid on any position may submit their name, their desired school and/or shift to the Human Resources Office by the 15th day of the quarter. Limit of two desired positions per quarter. The Human Resources Office will then compile a list from all timely submitted requests. These requests will be active until the union member changes their request (quarterly only), withdraws their request (anytime), or declines a bid offer for a vacancy requested (see d. below).

   b. When a position is vacated, the Human Resources Office will utilize the list to see if any request on the list matches the vacated position. If there is a match the union member will be called and offered the position. If they accept they are placed into that position and their current position will become vacated and the Human Resources Office will again utilize the list for a match of the newly vacated position. This process will continue until there are no matches on the bid list for a vacated position. At that time the vacated position will be posted to fill from outside the union membership.

   c. Should two union members request the same position on the bid list, the position will be offered to most senior member who requested that position.

   d. Should a member be offered and refuse a position which they requested through the bid list, then their name will be removed from the bid list until the next quarter at which time they must submit a new bid request to be considered for any future bid.

2. A designated area/work assignment shall not limit management's authority to use employees in other areas provided the reassignment is properly assigned by the appropriate supervisor. Such reassignment does not require the affected employees to change buildings, and the affected employees shall not be held responsible for the proper cleaning of their respective regularly assigned areas/work assignments. Contested Realignment of areas/work assignments will be addressed through the Labor-Management Committee. During the time when school is not in session the District may require employees to be temporarily reassigned to another building in order to assure all buildings are being properly serviced.

3. Any vacancies and newly created positions will be posted for a minimum of seven (7) working days.

4. Assignments to all positions referred to in sub paragraphs 1 through 3 above will be filled by the appropriate manager.

5. All employees who bid to a new position shall remain in that position for a period of one hundred twenty (120) work days, unless there would be a change in hours worked or a change in the rate of pay in bidding to another position.

6. When a senior employee, who has applied for a bulletined position, is not assigned there, the employee may invoke the Grievance Procedure as outlined in this Agreement. This section does not apply to the positions of: Day Custodian and Centralized Maintenance Worker.

7. The Employer shall have one hundred twenty (120) work days in which to determine the competency of an employee who bid to a new position. If the Employer determines after proper direction that the employee is not competent to handle the new position, the employee will be assigned to any position open for which the employee is qualified.

8. At a minimum the District will interview the two most senior custodians who apply that meet the minimum qualifications as posted in the positions announcement for a Centralized Maintenance position or a Day Custodial position.

G. Work Rules:

1. The Employer agrees to make available to each employee a copy of all existing work rules.

2. Changes to existing work rules will be discussed with the Union before being implemented.

3. Board Policy and the Employee Handbook becomes a part of the work rules. Any conflicts between State Law and this Agreement will be negotiated.

H. Mandatory Meetings

Mandatory meetings are covered under "Management rights of public employers Montana Codes Annotated 39-31-303." Prior notification of mandatory meetings will be given to the Labor Management Relations Committee whenever possible.

I. Union Training Conferences:

1. The Employer agrees to grant the Union a total of 120 hours each year in order that selected union members can participate in Union Officer responsibilities, Union educational programs or conventions.

2. The Union will notify the appropriate manager at least ten (10) days in advance along with the names of members selected to participate in such programs.

J. Past Practice:

It is understood and agreed that no employee shall suffer a reduction in wages and working conditions previously enjoyed because of the adoption of this Agreement unless such reduction is caused by a portion of this Agreement which has been negotiated into and included as a term within the Agreement.

K. Visits by Union Representatives:

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, 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.

L. Union Bulletin Boards:

The Employer shall allow the Union to place Union Bulletin Boards in sizes and location mutually agreed upon with the Department Director. Materials posted will be limited to Union business. No personal political campaign literature shall be posted.

ARTICLE VII - HOLIDAYS

Employees will be granted the following Holidays without loss of pay:

1.	July 4	Independence Day
2.	First Monday in September	Labor Day
3.	Fourth Thursday in November	Thanksgiving
4.	December 25	Christmas
5.	January 1	New Year's Day
6,	Third Monday in January	Martin Luther King Jr. Day
7.	Third Monday in February	Presidents' Day
8.	Last Monday in May	Memorial Day

Plus six (6) additional days:
One (1) to be used with Independence Day each year.
One (1) to be used with Thanksgiving.
One (1) to be used with Christmas.
One (1) to be used on the Friday of Spring Break. (as long as school is not in session)
Two (2) to be used on a non-student day (winter break, spring break, summer, etc.)

ARTICLE VIII - LEAVES

A. Vacation

1. Each employee is entitled to and shall earn annual vacation leave credits according to the following schedule.

   a. From one (1) month through ten (10) years of employment at the rate of one and one-fourth (1 1/4) days for each month of service.

   b. After ten (10) years through fifteen (15) years of employment at the rate of one and one-half (1 1/2) days for each month of service.

   c. After fifteen (15) years through twenty (20) years of employment at the rate of one and three-fourths (1 3/4) days for each month of service.

   d. After twenty (20) years of employment at the rate of two (2) days for each month of service.

2. Employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

3. Annual vacation leave may be accumulated up to a total not to exceed two (2) times the earned annual rate as of the last day of any calendar year.

4. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the appropriate manager, with regard to seniority. Vacation time may be taken as earned under the following guidelines:

   1) When school is in session a five working day advance notice is required to the appropriate manager or their designee;
   2) When school is not in session a five working day advance notice is required to the appropriate manager or their designed.

5. In the event of death of an employee, unused vacation time shall be paid to the employee's heir at the employee's regular rate of pay providing the form designated by the Business Office has been signed and is in the employee's file.

6. Vacation shall not accrue during a leave of absence without pay which exceed fifteen (15) days in duration.

7. Holidays occurring while an employee is on paid vacation will not be charged as vacation.

8. Employees covered under this agreement who have at least 120 hours of accrued vacation as of **May 25th** may cash out up to 40 hours once per year in the June pay period.

B. Sick Leave

1. For sick leave purposes immediate family is defined as the employee's spouse, parent, child, grandparent, grandchild or corresponding in-law.

2. Sick leave means a leave of absence with pay for a sickness suffered by an employee or the employee's immediate family.

3. Employees shall earn sick leave at the rate of one (1) day per month from the first full pay period of employment without restriction as to the number of working days that may be accumulated.

4. Employees are not entitled to be paid for sick leave until they have completed ninety (90) days of employment.

5. An employee may not accrue sick leave credits during a leave of absence without pay which exceeds fifteen (15) days in duration.

6. Employees are entitled by law to receive a lump-sum payment upon termination equal to one-fourth (1/4) of the pay attributed to the unused sick leave accrued after July 1, 1971. The computation of the value of the unused sick leave is based on the employee's salary rate at the time of termination.

7. An employee shall inform the Maintenance Department Office every day when reporting off the job due to illness. Extended illnesses with dates in writing, approved in advance do not need to notify the Maintenance Department every day. Afternoon shifts must notify by 9:00 am. Employees who fail to comply with this provision shall receive one (1) day off without pay. However, this provision shall not apply in cases of emergency which is to be determined by mutual agreement between the Employer and the Union.

8. During the school year any employee may, at the employee's discretion, donate not more than two (2) days, nor less than one-half (1/2) day, of sick leave to any employee who is in need and will exhaust all paid leave due to a qualifying FMLA event. Limitations herein shall not prevent the Administration from allowing greater consideration if extenuating circumstances exist. Any such donor shall notify the Human Resources Office on forms provided by the District of the intention to make such donation. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Human Resources Office of the requested leave transfer. Donated leave will be drawn in order of date of such receipt. A drawing will be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused sick leave shall be returned to the donor(s) at the end of the school year.

9. If an employee is sick for five (5) consecutive days or more, the employee agrees to provide the employer with a doctor's note.

C. Bereavement Leave

1. For bereavement purposes, immediate family is defined as the employee's spouse, parents, grandparents (including all generations), brothers, sisters, children, grandchildren (including all generations), and all the same relations of the employee's spouse in like degree.

2. In the event of death in the employee's immediate family, an employee will be granted up to ten (10) days leave of absence per incident with pay at the time of death. Utilization of up to two (2) days of the ten days granted maybe used for a memorial ceremony should the ceremony not be immediate after death.

3. For bereavement purposes, "other" family members is defined as the employee's aunts, uncles, nieces, nephews, step-relations, household dependents, and all the same relations of the employee's spouse in like degree.

4. In the event of death in the employee's "other" family member, an employee will be granted up to three (3) days leave of absence per incident with pay.

5. Bereavement leave for other family members or close friend will be given consideration by the District upon request, not to exceed three (3) days.

6. Such leave must be requested in advance from the appropriate manager by the employee.

7. Bereavement leave for other family members or close friend will be given consideration by the District upon request, not to exceed three (3) days.

8. The number of days authorized for such leave will be determined by the appropriate manager after reviewing the circumstances of each particular case. Failure to provide information about the circumstances for bereavement leave within forty-eight (48) hours of the initial notification may affect the number of bereavement leave days granted.

D. Leave Without Pay

1. All employees are entitled to take leave of absence without pay for good and sufficient reasons with prior approval of the appropriate manager.

2. Requests for leave of absence without pay shall be submitted in writing by the employee to the appropriate manager. The request shall state the reason for the leave and approximate length of time off the employee desires.

E. Military Training Leave

Employees shall be granted leave for service in the military in accordance with state and federal law. The District will comply with all federal regulations regarding the employee's return to service following military leave (MCA 10-1-1009)

F. Jury or Witness Duty Leave

An employee subpoenaed to serve on Jury Duty or as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from the Employer. However, if an employee elects to charge witness or jury duty time off against annual vacation leave, the employee shall not be required to remit witness fees to the Employer. In no instance is an employee required to remit to the Employer any expense or mileage allowance paid by the court. The Employer would prefer that the employee retain the jury/witness pay and that the employer's wage payment be reduced accordingly.

G. Unauthorized Leave

Any employee, who is absent from duty without reason or permission, shall have pay deducted for actual time absent as disciplinary action for the absence. However, this does not preclude the Employer from taking further action.

ARTICLE IX - HEALTH, SAFETY AND WELFARE

A. Cafeteria Benefits Plan

The District shall contribute to the employee cafeteria benefit plan an amount of equal to that of other District employees as determined by the Health Benefits Committee. Any employee not enrolled in the District health insurance plan will have an amount equivalent to Single Option One (or prorated portion for part-time employees) contributed directly to the Non-Participation Account and the employee will not receive that portion of the cafeteria benefit. It is the responsibility of the Health Benefits Committee to review all benefits contained in the cafeteria benefit plan and make recommendations concerning the cafeteria benefits. The Health Benefits Committee shall provide the Board of Trustees and the Union with information regarding any recommendations for changes in the cafeteria benefit plan prior to requesting approval from the Board of Trustees. Benefits may not be reduced without action of the Health Insurance Committee.

The District shall maintain, as allowed by Section 125 of the Internal Revenue Code, a salary reduction plan for flexible spending accounts. Participating employees shall assume the cost of the individual annual participation fee.

Part-time employees shall receive benefits proportional (based on FTE amount) to those received by full-time employees.

Any cafeteria benefit amount not designated for use in the cafeteria plan may be used by the employee for a tax-sheltered account available through the District payroll. If an employee

does not elect to use all the District contribution for cafeteria plan benefits or a tax-sheltered account, the balance may be taken as cash. Part-time employees may receive a prorated cash amount (minus the single premium prorated health insurance rate) if they choose not to be a member of the health plan.

A summary of Cafeteria Plan benefits shall be furnished to all employees.

1. The Non-Participation Account

   On June 30th of each school year the amount of the "Cash Balance", the "Reserve for Attachment Point" and the "Reserve for Run Out" of the Self-funded Health/Benefits plan will be reviewed to determine the distribution of the Non-Participation account. If the "Cash Balance" amount is less than 1.25% of the combined total of the "Reserve for Attachment Point" and the "Reserve for Run Out" amount then the amount in Non-Participation account will be placed in the Self-funded Health/Benefits Plan as it accumulates during the next school year. If the "Cash Balance" amount is greater than the 1.25% as explained above then the amount in the Non-Participation account will placed in the general fund budget as it accumulates during next school year.

B. Cafeteria Plan Offerings

The Health Benefits Committee shall recommend the required and optional offerings of a cafeteria plan of benefits to the Board of Trustees for approval. The cafeteria plan will include as a required minimum, Health Coverage (including Dental and Optical), and Life Insurance for employees.

The School District's only obligation in the above Article is to make the appropriate payment including written authorized withholdings from the employee to the insurance policy, carrier, or trust. The School District is not obligated or held liable for the failure of an insurance policy, insurance company, insurance provider and/or trust to provide coverage and/or failure to pay benefits. The partially self-funded benefits program(s) is not subject to this Section.

C. Part-Time Employees

For purposes of insurance coverage, an employee shall be considered full-time if they are regularly scheduled to work 40 or more hours per week. Employees regularly scheduled to work less than 40 hours per week shall have the District's contribution prorated based on hours worked.

D. Insurance Committee

The District Insurance Committee shall review and make recommendations to all District employee groups and the Board of Trustees on matters concerning the District's insurance program. The Union shall appoint members to the Committee in accord with representation guidelines stipulated in the District Insurance Committee operating guidelines.

E. Enrollment Under Medical Plan

New enrollees should inquire through the Human Resources Office as to procedures for enrolling. Any employee who desires coverage through the District after the enrollment deadline date can only do so through a Qualifying Event. Coverage for the employee's spouse or dependents are subject to the terms of the insurance policy.

F. Safety

1. The Employer shall carry Industrial Accident Insurance on all employees. Employees must within twenty-four (24) hours report in writing all personal injuries received in the course of their employment to the appropriate manager.

2. The Employer will insure that first aid kits are maintained in each work area.

3. Employees will report all safety hazards to their Shop Steward so they can be investigated and reported to the appropriate manager.

ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE

A. Employees selected by the Union as Union Representatives shall be known as "Stewards." The names of at least three (3) employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee. A Grievance Committee Chair shall be selected or elected by the Union members. Grievance Committee members may process grievances during working hours without loss of pay.

B. Departure from the established procedure by any Union member shall automatically nullify recourse through the grievance procedure.

C. Departure from the established procedure by the Employer at any step, the grievance will automatically proceed to the next step.

D. 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

Any employee or Union Officer who is a member of the bargaining unit of the American Federation of State, County, and Municipal Employees, AFL-CIO, who feels the employee's rights have been violated shall within five (5) working days of the employee's first knowledge of the facts upon which the grievance is based, discuss it with their supervisor with the objective of resolving the matter informally.

Step II

If the employee does not receive a response or is not satisfied with the informal disposition of the grievance the employee shall report the facts in writing within ten (10) working days

of the employee's first knowledge of the facts upon which the grievance is based to a Steward. The Steward, with or without the employee present, shall present the grievance in a format to be followed through all steps of the grievance procedure to the appropriate manager within five (5) working days. The Union has a total of ten (10) working days, from the date of the occurrence, to file a grievance with the appropriate manager. The appropriate manager shall attempt to adjust the matter within ten (10) working days.

NOTE: Should the Steward feel that a grievance affects several employees, the Steward may take the grievance directly to the Grievance Committee.

Step III

If the grievance still remains unresolved, the Steward shall present it to the Grievance Committee Chair after receiving the appropriate manager's reply. The Grievance Committee shall meet and at least two (2) members and the Chairman must be present to form a quorum. The Grievance Committee will decide if the grievance is justified or not.

a. If the Grievance Committee decides the employee's grievance is not justified, the Chair shall notify the employee to that effect. The employee may appeal to the Union as a whole and the Union membership will decide the justification of the grievance at the next scheduled meeting by a majority vote. Should the Union decide the grievance is justified, the executive board shall proceed with the grievance.

b. If the Grievance Committee decides the grievance is justified, with or without the presence of the aggrieved employee, they shall take up the grievance or dispute with the Superintendent of Schools or the Superintendent's designated representative.

Regardless of whether method a or b of Step II is used by the Union the grievance must be presented in writing to the Superintendent of Schools or the Superintendent's designated representative within twenty (20) working days of Managements' response in Step I.

The Grievance Committee shall provide the Superintendent the following in writing:

1) Name of the aggrieved.
2) Nature of the grievance.
3) Section of the Agreement, if applicable, violated.

c. The Superintendent or designated representative and the appropriate manager will discuss the facts of the case with the Grievance Committee in an effort to settle the matter and shall respond in writing to the Grievance Committee within ten (10) working days.

Step IV

Should the Grievance Committee feel that the decision of the Superintendent or the Superintendent's appointee is unsatisfactory, the grievance shall be submitted within ten (10) working days to the Chair of the Board of Trustees. The submittal shall be in writing and shall have attached thereto all of the statements and other documents which have been a part of the grievance record up to that time. The Chair of the Board of Trustees shall

consider such grievance and the evidence submitted therewith and shall make whatever additional investigation necessary or desirable and shall submit a decision on said grievance in writing to the Grievance Committee and appropriate manager within as short a time as possible not to exceed fifteen (15) days in cases involving suspension or termination, or thirty (30) days in all other cases after such grievance has been submitted.

Step V

Should the Aggrieved Employee and the Union consider the reply of the Chair of the Board of Trustees to be unsatisfactory, the Union shall, within five (5) working days of the receipt of the reply, notify, in writing, the Superintendent of Helena School District No. 1 and the Chair of the Board of Trustees of its intention to refer the grievance to Arbitration. Thereupon, within ten (10) working days after such notice is delivered to the Chair of the Board of Trustees, the Chair and the Union shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five (5) persons who have indicated a desire to provide services as Arbitrators. The Union and the Chair of the Board of Trustees shall, within three (3) days receipt of such lists, meet and by alternately striking names from the list select the Arbitrator by requesting the services of the last name remaining on the list.

The Arbitrator so chosen will be contacted by the parties within two (2) working days and request to start proceedings at the arbitrator's earliest possible date. During the proceedings the Arbitrator shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts.

The Arbitrator shall be requested to render a decision within thirty (30) calendar days. Such decision shall be final and binding upon both parties in all cases involving a violation of this Agreement. Arbitration, not final and binding, shall apply as STEP IV in the Grievance Procedure for all cases not involving a violation of this Agreement. The Arbitrator shall have no authority to alter in any way the terms of the Agreement. The Arbitrator shall notify both parties of a decision in writing.

Expenses for the Arbitrator's services shall be born equally by the Employer and the Union.

It is understood by both parties to this Agreement that an appointed authority may replace any titled position mentioned in the above stated Grievance Procedure, providing that such appointment has full authority to act in the capacity of the person being replaced.

ARTICLE XI - COMPENSATION

A. Salaries and Wages

Conditions relative to and governing wages and salaries and extraordinary pay rates are contained in Addendum "A" to this agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

B. Overtime

1. Employees requested to work in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any week will be compensated at the rate of one and one-half (1 1/2) times their normal rate of pay for the additional time worked.
2. No overtime shall be worked, except in cases of emergency, without the direction of proper authority.

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

4. Overtime shall be paid in hourly increments.

5. When computing overtime, holidays, sick leave, or vacation time taken during the workweek will be considered as time worked.

C. Deduction Slips

Payroll deduction may be accessed via the Employee Portal.

ARTICLE XII - LABOR-MANAGEMENT RELATIONS COMMITTEE

A. The purpose of this Article is to establish an orderly procedure for the review of matters involving hours and working conditions affecting employees covered by the Agreement.

B. There is hereby established a Joint Union-Management Committee. This Committee shall be composed of staff representatives for Management; and the field representatives of Montana State Council No. 9, and/or the field representatives' designee(s) for the Union, not to exceed four (4) employee representatives.

C. The Union-Management Committee will meet at the request of either party, upon receipt of three (3) working days' notice, at a time and place mutually agreeable.

D. Each party hereto must submit their agenda to the other party at least three (3) working days prior to the scheduled meeting.

E. The agenda shall be limited to items which: (a) are a group rather than individual interest and concern, and (b) cannot easily be solved or answered through established supervisory channels.

F. Disposition of matters covered in the Union Management meeting shall not contradict, add to, or otherwise modify the terms and conditions of the Agreement.

G. A management-designated representative shall serve and preside as Chair at the meetings.

H. Minutes will be taken by a person designated by the Chair. The minutes shall consist of topics discussed and the disposition of each. Copies of the minutes shall be reviewed and

signed jointly by the Chair and the President of the Local Union before said minutes become official and are distributed. A copy of the approved minutes will be furnished to each party hereto within three (3) working days after being signed.

ARTICLE XIII - 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 XIV-TERMS, AMENDMENTS AND MODIFICATIONS OF BASIC AGREEMENT

A. This Agreement shall be effective as of the 1st day of July 2025 and shall remain in full force and effect until the 30th day of June 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that they desire to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

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

ARTICLE XV - ELECTION OF REMEDIES AND WAIVER

The Union and/or any AFSCME member(s) instituting any actions, proceeding or complaint in a federal agency, state agency, or seeking relief through any statutory process for which relieve may be granted the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all right to pursue a grievance under this Agreement. Upon instituting a proceeding in another forum as outlined herein, the AFSCME member(s) and/or Union shall waive her/his/their right to initiate a grievance pursuant to this Agreement or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in the Agreement or to enforce the award of an arbitrator.

ADDENDUM "A"
SALARY SCHEDULE AND EXTRA-ORDINARY PAY RATES
FOR CUSTODIANS AND CENTRALIZED MAINTENANCE PERSONNEL

AFSCME Hourly Pay Schedule for 2025-2026

	Base Rate	Day Shift w/$0.07 Diff	Evening Shift w/$0.08 Diff
0	$17.32	$17.39	$17.40
1	$17.78	$17.85	$17.86
2	$18.22	$18.29	$18.30
3	$18.81	$18.88	$18.89
4	$19.39	$19.46	$19.47
5	$19.74	$19.81	$19.82
6	$19.83	$19.90	$19.91
7	$19.91	$19.98	$19.99
8	$19.99	$20.06	$20.07
9	$20.06	$20.13	$20.14
10	$20.14	$20.21	$20.22
11	$20.22	$20.29	$20.30
12	$20.31	$20.38	$20.39
13	$20.38	$20.45	$20.46
14	$20.47	$20.54	$20.55
15	$20.56	$20.63	$20.64
16	$20.64	$20.71	$20.72
17	$20.73	$20.80	$20.81
18	$20.81	$20.88	$20.89
19	$20.89	$20.96	$20.97
20	$21.07	$21.14	$21.15
21	$21.15	$21.22	$21.23
22	$21.23	$21.30	$21.31
23	$21.31	$21.38	$21.39
24	$21.39	$21.46	$21.47
25	$21.47	$21.54	$21.55
26	$21.56	$21.63	$21.64
27	$21.64	$21.71	$21.72
28	$21.72	$21.79	$21.80
29	$21.82	$21.89	$21.90
30	$21.89	$21.96	$21.97
31	$21.89	$21.96	$21.97

AFSCME Hourly Pay Schedule for 2026-2027

	Base Rate	Day Shift w/$0.07 Diff	Evening Shift w/$0.08 Diff
	$17.82	$17.89	$17.90
1	$18.28	$18.35	$18.36
2	$18.72	$18.79	$18.80
3	$19.31	$19.38	$19.39
4	$19.89	$19.96	$19.97
5	$20.24	$20.31	$20.32
6	$20.33	$20.40	$20.41
7	$20.41	$20.48	$20.49
8	$20.49	$20.56	$20.57
9	$20.56	$20.63	$20.64
10	$20.64	$20.71	$20.72
11	$20.72	$20.79	$20.80
12	$20.81	$20.88	$20.89
13	$20.88	$20.95	$20.96
14	$20.97	$21.04	$21.05
15	$21.06	$21.13	$21.14
16	$21.14	$21.21	$21.22
17	$21.23	$21.30	$21.31
18	$21.31	$21.38	$21.39
19	$21.39	$21.46	$21.47
20	$21.57	$21.64	$21.65
21	$21.65	$21.72	$21.73
22	$21.73	$21.80	$21.81
23	$21.81	$21.88	$21.89
24	$21.89	$21.96	$21.97
25	$21.97	$22.04	$22.05
26	$22.06	$22.13	$22.14
27	$22.14	$22.21	$22.22
28	$22.22	$22.29	$22.30
29	$22.32	$22.39	$22.40
30	$22.39	$22.46	$22.47
31	$22.39	$22.46	$22.47

Returning/Rehired Employees: A Custodian or Centralized Maintenance Personnel who returns to employment with the District shall be placed on the salary scale at the step the employee was at when previously employed by the District. This is effective October 1, 2024 forward.

Seniority determination and all other provisions of the Collective Bargaining Agreement remain in effect.

DIFFERENTIALS:

Centralized Maintenance Personnel* $ 1.75 per hour additional.
Centralized Maintenance Personnel who are placed on-call for the weekend shall receive two (2) hours of overtime for being on-call.

Cell Phone Allowance: Centralized Maintenance Personnel* shall receive a $50.00 monthly cell phone allowance to be paid with the monthly payroll check, not taxed, effective October 25, 2024 forward.

*Personnel who as a part of their daily job duties perform the following types of work on a district wide basis: Equipment Operators, Grounds Maintenance, Craft Support, Refuge Removal, Activity Set-up and Support, Construction / Remodel Support, Building Equipment Transfers.

Boiler License: The District will pay for all classes, wages to attend class (not travel or travel time), licensing fees and renewal fees.

Split Schools: Those employees required to work in two or more schools during their regular shift shall be paid a differential of $100.00 per month.

Clothing Allowance: A clothing allowance of $450.00 per year will be paid in July of each year beginning in 2025 for the purchase of boots, shirts, and pants.

RETIREMENT BENEFIT:

Any retiring custodian or centralized maintenance employee with twenty (20) years of custodial service with Helena Public Schools will receive $300.00 for each year of service payable at the time of retirement. (Note: this provision is intended to eliminate the need for longevity recognition in the salary matrix now and in the future).

LONGEVITY PAY:

A custodian or centralized maintenance personnel who has worked in the District for one (1) to ten (10) cumulative years will receive an annual stipend of $300.

A custodian or centralized maintenance personnel who has worked in the District for eleven (11) to nineteen (19) cumulative years will receive an annual stipend of $350.

A custodian or centralized maintenance personnel who has worked in the District for twenty (20) to twenty-five (25) cumulative years will receive an annual stipend of $400.

A custodian or centralized maintenance personnel who has worked in the District for twenty-six (26) or more cumulative years will receive an annual stipend of $500.

All stipends will be paid in July upon successful completion of twelve months of employment by eligible custodians and centralized maintenance personnel.

New Employees

All new employees shall be hired with provision for a probationary period provided for in Article V of this Agreement.

Sunday and Holiday Work

A. Any employee requested to work on a Sunday or Holiday that is not part of their regularly scheduled shift will be paid at double the normal rate of pay for hours actually worked or for a minimum of two (2) hours whichever is the greater.
B. All call-out for overtime starting before midnight Saturday will not be governed by the Sunday and Holiday rule if that portion of the call-out worked after midnight is less than two (2) hours.

IN WITNESS WHEREOF: The Parties acting by and through their respective and duly authorized officers or representatives, have hereto set their hands and seals the day and year first above written.

FOR HELENA SCHOOL DISTRICT NO. 1

Board Chair

Superintendent

FOR THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO

President

Negotiation Team

Negotiation Team

Executive Director