

**2021-2024
NEGOTIATED AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF SCHOOL DISTRICTS 1
AND A
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS - LOCAL 233
PACIFIC NORTHWEST REGIONAL COUNCIL OF
CARPENTERS - UBC
INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES DISTRICT COUNCIL 82, LOCAL 260
PLUMBERS AND FITTERS - LOCAL 41
INTERNATIONAL UNION OF OPERATING ENGINEERS -
LOCAL 400**

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ARTICLE I - PARTIES

This Agreement is entered into by and between the Great Falls Public Schools, located in Great Falls, Montana, hereinafter called "Employer," and International Brotherhood of Electrical Workers - Local 233, Pacific Northwest Regional Council of Carpenters - United Brotherhood of Carpenters, International Union of Painters and Allied Trades District Council 82, Local 260 Plumbers and Fitters - Local 41, International Union of Operating Engineers - Local 400, hereinafter called "Union".

ARTICLE II - RECOGNITION

The Employer recognizes the Unions signatory hereto as the exclusive representative of all its employees who are subject to the terms of this Agreement for the purposes set forth in the Collective Bargaining Act.

ARTICLE III - UNION SECURITY, UNION DUES & HIRING

Employer agrees not to discriminate against any employee for membership in the Union or for lawful Union activities, provided such activities do not interfere with the efficient operation of the various departments of the School District.

The Employer shall continue to hire all employees.

The Employer shall deduct the sum of money which employees have authorized on a signed authorization furnished by the local Union. The sum so deducted, together with such payroll report as may be required shall be mailed to the Financial Secretary of the Union not later than fifteen (15) calendar days from the last day of the month.

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

ARTICLE IV - RIGHTS

Section 1. - Union Representative Access

The Employer agrees that the Local Business Agent for the Union shall be given access by the Employer to members of the Union at the places of business of the Employer during hours of operation, providing the Agent does not disrupt the normal School District operations.

Section 2. - Licensure

Employees performing work covered by this Agreement shall be licensed through the appropriate licensing Board.

Employees who are required to receive Continuing Education (CE) units to maintain the Master's Certificate shall be granted the minimum release time to maintain the certificate.

Section 3. - Training

Employees may request to attend additional job related training. The District maintains the discretion to approve or deny the training request.

Section 4. - Maintenance Work

Maintenance work shall be defined as follows: Maintenance is the routine recurring work to keep a facility, plant, building, structure, etc., in such condition that it may be continuously utilized at its original or designed capacity and efficiency for its intended purpose.

In the event the District sub contracts the foreman or his/her designee shall participate in the process to ensure the subcontractor meets or exceeds the district standards. Sub contracting for a specified job shall not displace a current employee.

This section does not constitute a waiver and the District and Craft Council Unions reserve any and all rights they may have in the event the District decides to eliminate a craft and sub contract out the work in its entirety.

Section 5. - Scope of Work

Past guidelines as established in the 2008-09 CBA's as well as past practice shall serve as a basis for the scope of work performed by the individual Craft Unions. It is acknowledged that over time the scope of the units may change. In the event the scope of work changes or needs changing the parties agree to sit down and address the issue. If needed a committee shall be established with a representative from all the Craft unions and management to review the issue.

Section 6. – Bargaining Unit Work

Supervisory personnel performing bargaining unit work shall not perform work in a fashion that results in a reduction of an employee's normal shift. Work requiring a specific license (ie electrical) shall only be performed by those who have the proper credentials.

Section 7. - Tools

District owned tools shall not be permitted to be used for personal use. The District will provide all necessary craft tools to employees to complete required job duties.

ARTICLE V - MANAGEMENT RIGHTS

The District exclusively reserves unto itself all management rights not contrary to the express language of this Contract. These rights include, but are not limited to:

All functions, rights, powers, or authority of the administration of the District which are not limited by the express language of this agreement are retained by the Board. Neither this agreement nor the act of any meeting, conferring, or negotiating, shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. Management of the District and the direction of its employees are vested exclusively in the Board in all such areas, but not limited to the following:

- A. Direct employees covered by this agreement;
- B. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
- C. Relieve employees from duty because of lack of work or loss of revenue;
- D. Establish, modify, delete, and enforce reasonable rules and regulations;
- E. Determine the methods, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others, and the places and the manner in which it is to be performed.

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

Section 2

Employee And Student Safety:

The District reserves the right to request the immunization status or records of employees. In the event the records are not available, or the employee declines the District shall comply with the directives of the properly authorized Health Agency when dealing with a contagious illness. Employees will be eligible to use all applicable leave.

ARTICLE VI - STRIKES & LOCKOUTS

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of terms and provisions of this Agreement.

It is agreed that during the life of this Agreement, or the processing of any matters under this Agreement, there will be no authorized strike or other concerted activity by the Union, or lockouts by the Employer.

In the event of any strike or concerted activity, the Union agrees to immediately instruct members of the appropriate unit violating this provision that said activity is unauthorized by the Union and in violation of this Agreement and that such employees are to discontinue said activity and immediately return to work. If these employees do not resume work immediately upon being so instructed, they shall be subject to and it shall be just cause for disciplinary action up to and including discharge.

It shall not be a violation of this Agreement for an employee to refuse to cross or work behind any picket line unless an emergency condition exists which may jeopardize life, limb, or property.

ARTICLE VII - HOURS/PAY

Section 1. - Hours of Work

The default workweek shall be forty (40) hours per week Monday thru Friday 8:00 am - 4:30 pm with a 30-minute unpaid lunch. Nothing in this provision shall limit the ability of the Employee and Supervisor to create a mutually agreeable alternate schedule. Any such schedule must consist of five consecutive days with shifts comprising of 8 ½ hours of uninterrupted time (ie no split shifts) with 30 minutes unpaid lunch.

The Union and the District may mutually agree to implement a four (4) day ten (10) hour per day workweek-should the Employer and appropriate specific Craft Union having jurisdiction agree to do so (for example the plumbers cannot agree to implement 4 tens for the painters). If requested by either party the mutual agreement to work a four (4) day ten (10) hour workweek shall be reduced to writing.

a. Overtime shall apply on all work done in excess of the hours noted above. The overtime rate shall be one and one-half (1 1/2) times the regular rate of pay, as provided in this Agreement.

b. Except in cases of emergency all overtime must be pre-approved by the Supervisor of Buildings and Grounds, or their designee.

Section 2. - Call Out Pay

When less than two (2) hours of work (exclusive of lunch period) is required in any one (1) day, two (2) hours of wages shall be paid. Hours or a quarterly fraction of an hour worked beyond this two (2) hour minimum will be paid for at the regular or overtime rate.

Section 3. - Pay Day

Employees shall be paid monthly.

Wages shall be based on fifty-two (52) weeks of forty (40) hours each for a total of two thousand and eighty (2,080) hours per year.

With the exception of the Operators all other employees shall be paid monthly. Operators shall be paid bi-monthly.

Wages shall be based on fifty-two (52) weeks of forty (40) hours each for a total of two thousand and eighty (2,080) hours per year.

Section 4. - Foreman Pay

Each of the four crafts shall have a designated foreman as listed in this section.

When more than one employee is employed by the School District in each craft, either on a permanent or a temporary basis, the Administrator in charge will designate one (1) of the employees in this classification as Foreman and shall adjust the wage rate per hour. (Note: Pension and Health & Welfare shall remain the same.)

Foreman Stipend - \$1.07

When the permanently-designated foreman is absent for more than 8 hours (or is scheduled to be absent for more than 8 hours i.e. takes a day off), the Supervisor of Buildings and Grounds shall appoint a temporary foreman in the foreman's absence. Said temporary foreman shall receive the foreman's wage as listed above. The temporary status change must be indicated on the employee time card.

ARTICLE VIII - REST BREAK

A rest break of fifteen (15) minutes shall be granted midway during the first half of the shift, and a fifteen (15) minute rest break shall be granted midway during the second half of the shift.

ARTICLE IX - HOLIDAYS

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

- A. New Years Day (January 1)
- B. Presidents' Day

- C. Good Friday
- D. Memorial Day (Last Monday in May)
- E. Independence Day (July 4)
- F. Labor Day (First Monday in September)
- G. Thanksgiving Day (Fourth Thurs in Nov)
- H. The Friday following Thanksgiving
- I. Christmas Day (December 25)

If holiday falls on a Saturday, the previous Friday will be considered the holiday. If holiday falls on a Sunday, the following Monday will be considered the holiday.

Christmas Eve afternoon (December 24) and New Year's Eve afternoon (December 31) shall be holidays only when that day is a regularly-scheduled work day for the individual employee.

B. Should weather, or other conditions, require attendance on the job for part of any of the days noted in (A) above, personnel involved will, in addition to holiday pay, be paid at the regular hourly rate hours worked in accordance with paragraphs of Provision 2.

1. When there are less than two (2) hours of employment (exclusive of lunch period), two (2) hours shall be paid at two (2) times the regular rate of pay.

2. When there are hours worked in excess of two (2) hours through eight (8) hours, or any quarterly fraction thereof, of employment (exclusive of lunch period), the actual hours worked shall be paid at one and one-half (1 1/2) times the regular rate of pay for a total of two and one-half (2 1/2) times the regular rate of pay.

3. When there are over eight (8) hours of employment, or any quarterly fraction thereof (exclusive of lunch period), the hours worked over the eight (8) hours or any quarterly fraction thereof are to be paid at the rate of two (2) times the regular rate of pay.

4. Should the school calendar dictate that school be in session on any of the above listed holidays, representatives of the employer and the union shall meet and mutually agree on another day(s) to be taken as a holiday.

ARTICLE X - JURY DUTY

The Board agrees to provide leave with pay for any employee called for jury duty or properly subpoenaed to serve as a witness. The employee agrees to endorse the jury or witness duty fee payment, excluding reimbursement for travel, meals and lodging, over to the District within seven calendar days from the receipt of the check, or the employee may choose to deduct the absence from accumulated vacation leave and keep the check. One copy of the jury summons or valid subpoena shall be submitted to the District with the leave request.

Montana Statute provides:

1. Employees shall collect all fees and allowances payable as a result of the jury or witness service, and

2. The District may request the court to exclude the employee from jury duty if they are needed for the proper operation of the School District.

ARTICLE XI - VACATIONS

Vacation According to State Statute

Section 1. - Accrual Rate

Each employee who shall have been in continuous employment and service for a period of six (6) months from the date of employment is entitled to and shall be granted annual vacation with full pay according to the following schedule:

- a. From and including one (1) year through ten (10) years of employment, at the rate of one and one-quarter (1-1/4) working days for each month of service.
- b. From ten (10) 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.
- c. From fifteen (15) 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.
- d. After twenty (20) years of employment, at the rate of two (2) working days for each month of service.

Section 2. - Maximum Days Accrued

Annual vacation leave may be accumulated to a total not to exceed twice the number of days earned annually.

Section 3. - Cash Value at Termination

Vacation time earned but not used at the time of termination shall be paid the Employee at his regular rate.

Section 4. - Personal Day

All employees shall be granted two (2) Personal Leave Days on July 1 of each school year. The leave must be used by June 30th, and will not be carried over from year to year. Personal Days are taken in the same manner as vacation days. Personal Days have no cash value (ie upon termination employees will not be compensated for unused Personal Days) .

ARTICLE XII - SICK LEAVE & BEREAVEMENT LEAVE

Section 1. - Sick Leave

Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restrictions as to the number of working days he may accumulate. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credits he has earned. An employee who terminates his employment with the School District is entitled

to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his accumulated sick leave.

For absences caused by job-related accidents, the District will pay all insurance premiums for up to five (5) working days following an accident for employees who are not in a pay status.

Sick leave may be used for illness suffered by the employee or his immediate family. A doctor's report may be required by the School Administration if an employee is absent from work for illness of the employee or his immediate family.

The employees immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse.

Abuse of sick leave is cause for disciplinary action up to and including dismissal and forfeiture of the lump sum payments cited above.

Section 2. - Sick Leave Bank

If eligible donor and receiver both have worked the required state law number of days to use sick leave, an employee shall have the right to donate, in writing, accrued sick leave to an employee within the Craft Council for the employee's personal illness or physical disability beyond the ill employee's own accumulated sick leave. No employee may receive more than twenty (20) days of donated sick leave during any school year.

Section 3. - Bereavement Leave

1. Employees shall be allowed up to three (3) days at full pay for absences from school for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Immediate family shall be defined as employee's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother, step child's spouse.

2. Bereavement leave as defined in Article 6.3, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.

3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article XII, (above). Administration may require documentation. The Request for Administrative Approval must be completed.

4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

ARTICLE XIII - HEALTH INSURANCE**District Plan:**

The District shall provide the same contribution and if applicable the same insurance holidays as is provided to GFEA.

Duration of Insurance Contribution: An employee is eligible for School District contribution as provided above, beginning on the first day of the month following the employees first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease. The District agrees to provide a \$20,000 Term Life Insurance policy on each full-time employee covered by this Agreement. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider

Any additional monies needed to pay insurance premiums or any monies leftover from insurance premiums will be subtracted from or added to wages respectively.

Pay for all compensable hours will be credited for purposes of insurance contributions.

Individual Craft Plan:

Individual Crafts may select to either participate in the District Health Insurance plan or their own health insurance plan. The district health insurance plan shall be the default plan. Crafts that switch from the district's plan to their plan or vice versa must stay under the new plan for a minimum of two years. *Note parties have the option to waive this window through an MOU. The intent is limit the swapping back and forth every year.* The window period to transition from one plan to another shall only occur during the District's plans open enrollment period.

Contributions

For the 2021-22 school year the district shall provide the status quo.

For the 2022-23 school year the district shall provide \$750.00 towards the health insurance premium (excludes all other insurance including but not limited to Dental and Vision), or the full cost of the health insurance premium whichever is less. Those employees working less than full time shall receive a prorated amount. The Craft union agrees to ensure all insurance plans meet federal guidelines.

For the 2023-24 school year the district shall provide \$765.00 towards the health insurance premium (excludes all other insurance including but not limited to Dental and Vision), or the full cost of the health insurance premium whichever is less. Those employees working less than full time shall receive a prorated amount. The Craft union agrees to ensure all insurance plans meet federal guidelines.

The District shall provide the same contribution and if applicable the same insurance holidays as is provided to GFEA.

Duration of Insurance Contribution: An employee is eligible for School District contribution as provided above, beginning on the first day of the month following the employee's first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease. The District agrees to provide a \$20,000 Term Life Insurance policy on each full-time employee covered by this Agreement. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider.

Any additional monies needed to pay insurance premiums or any monies leftover from insurance premiums will be subtracted from or added to wages respectively.

Pay for all compensable hours will be credited for purposes of insurance contributions.

An employee may opt out of health insurance (District or Craft) by filling out the appropriate form as provided by the District.

ARTICLE XIV - TEMPORARY EMPLOYEE, JUST CAUSE, DISCIPLINE & TERMINATION

Section 1. - Temporary Employees

Temporary employees may be hired by the District. Their employment shall be a maximum of sixty (60) working days unless the District and the Union mutually agree to extend this time period. These employees shall be paid the downtown wage scale plus the monthly downtown contributions for insurance and pension benefits. No additional benefits or other costs shall be incurred by the District unless deducted from this benefit package.

Should a temporary employee be considered for a permanent position, said temporary employee's time as such will accrue for the purpose of calculating probationary time as a permanent employee.

Section 2. - Probationary Employees

In-district employees who have successfully completed their probationary period with the district and transfers into a position in the bargaining unit shall serve a 6-month probationary period. In the event an in-district employee transfers and is unsuccessful they shall be reassigned to a position similar to their original position. All others serve a 1 calendar year probationary period.

Section 3. - Cause

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

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1. - Definition

A grievance is a signed, written complaint alleging a dispute between the parties involving the application, meaning, or interpretation of this Agreement. The signed grievance shall include specific dates and times of the alleged violation, witness if applicable, specific contract provisions violated and remedy sought. There shall be no suspension of work, but such alleged breach shall be treated as a grievance and shall be settled in the following manner:

Section 2. - Time Lines

Except as may otherwise be mutually agreed or provided herein, a grievance will be processed as follows:

- a. An honest effort shall be made to settle the alleged breach of an express provision of this agreement informally between the aggrieved employee (and his representative if desired) and the Supervisor of Buildings and Grounds or immediate supervisor within fifteen (15) calendar days from the date the alleged grievance arose, or within fifteen (15) calendar days from the time the aggrieved became knowledgeable of the matter. The Supervisor of Buildings and Grounds or immediate supervisor shall give his answer within fifteen (15) calendar days from receipt of the complaint.
- b. If the matter is not resolved under the preceding provision or if the Supervisor of Buildings and Grounds or immediate supervisor fails to give his answer within the time provided, the aggrieved employee (and his representative if desired) shall have seven (7) working days to reduce the grievance to writing and present same to Employer. The Employer shall arrange to meet with the aggrieved (and employee representative if desired) within 10 working days. The Employer shall give its decision on the matter in writing within seven (7) calendar days from receipt of the matter within five (5) working days of the meeting.
- c. If the matter is not satisfactorily resolved as provided for in Step 2, the Union may within twenty (20) additional working days refer the matter to the Board of Trustees. The submittal shall be in writing and shall have attached thereto all statements and documents which have been part of the grievance record up to that time and any other statements or documents that relate to the alleged violation. The employee and the designated official of the Union and the Board shall meet as soon as mutually convenient, but not later than thirty (30) days and make an effort to resolve the dispute on a mutually satisfactory basis. This step may be by-passed by the mutual agreement of the District and the Union.
- d. If the matter in dispute is not resolved or disposed of within twenty (20) working days from the date of the initial meeting with the Board of Trustees, or if Step 3 is by-passed,

- the Union may provide written notice to the District within an additional ten (10) working days that arbitration of the issue is desired.
- e. The Union shall notify the Board of Personnel Appeals of the need for an arbitrator and shall request a list of five (5) names. Within ten (10) working days of the receipt of the list from the Board of Personnel Appeals, the Union and the District shall select an arbitrator. The Union shall first strike one (1) name from the list and the District shall strike the second name; the Union shall strike the third name and the District shall strike the fourth name. The remaining name shall be the arbitrator of the grievance. The District shall notify the Board of Personnel Appeals of the name of the selected arbitrator. The selection procedure order shall alternate with each successive arbitration.
 - f. Rules of procedure to govern the hearing shall be fixed by the arbitrator, and the award when signed by the arbitrator shall be final and binding upon both parties.
 - g. At any step in the above grievance procedure, time deadlines may be extended by mutual consent of the Employer and the Union.

Section 3. - Individual Employee Rights

Nothing contained herein shall be construed to circumvent the right of the employee to take up a grievance with the employer and have the same settled without the intervention of the Union, provided the settlement is not inconsistent, with any of the provisions of this agreement.

Section 4. - Powers of the Arbitrator

The arbitrator shall have no power to add to, detract from, or alter or vary in any way the express terms of this agreement, nor imply any restrictions or burden against any party that has not been assumed in this agreement. The Union shall not be permitted to assert in any such arbitration proceedings any ground not specified in the original written grievance. The District nor the Union shall rely on any evidence not previously disclosed to the other party.

Section 5. - Arbitration Expenses

Each party shall bear the expense of preparing and presenting its own case and the expense of its representatives at the arbitration hearing. The fee and expenses of the arbitrator shall be shared jointly and equally between the Employer and the Union.

Section 6. - Exclusive Remedy

In the event that an employee is disciplined, reprimanded, warned, reduced in compensation, suspended, terminated, laid off, reduced in force, not recalled or affected by any other adverse District action, the employee and his/her respective collective bargaining representative together and as one, shall have the right to pursue either statutory or contractual grievance procedure rights and remedies, but not both.

ARTICLE XVI - SENIORITY, LAYOFF**Section 1. - Seniority**

For the purposes of this Article, accrual of seniority is defined as time worked under the jurisdiction of this Agreement. Seniority shall only be earned in the employees appropriate union i.e. an Electrician will only accrue seniority in IBEW. Seniority shall not be effective until after the probationary period has been completed. After the probationary period, seniority shall date back to the date of last hiring. Seniority shall be broken by: (a) quit; (b) retirement; (c) discharge for cause.

Section 2. - Layoff

Seniority shall be recognized insofar as layoffs are concerned. All layoffs shall occur by union; for example in the unfortunate event an electrician position is cut the affected electrician shall not be able to bump a painter. The least senior employee in the union being reduced shall be the first laid off. Recall for employment shall be on seniority basis. Failure to report back within seven (7) work days to the District after certified mail, return receipt requested of recall sent to the last address known address on file for the employee shall result in all loss of benefits under this provision. It is the employee's responsibility to notify the district of his/her current address. An employee may remain on layoff status for a period of up to five (5) years without losing recall rights.

ARTICLE XVII - REVENUE

The Union recognizes that the Employer's ability to fund the economic benefits contained in this Agreement is dependent upon such contingencies as passage of levies, legislative appropriations, federal support, and other revenues. Should there be a significant decrease in revenues from federal, state, and/or local sources, as determined by the Board of Trustees, which impairs the ability of the District to fund economic and other benefits contained in this Agreement, there shall be no increase in wages or benefits that may have been previously negotiated and the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact.

ARTICLE XVIII - SAVINGS CLAUSE

In the event any Federal or State Law or final decision of a court of competent jurisdiction ruling conflicts with any provision of the Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet not later than fourteen (14) calendar days after notification to both parties of such findings for the purpose of negotiations on the specific provision(s) found to be in violation. All other provisions shall remain in full force and effect.

ARTICLE XIX - EFFECT

Section 1. - Complete Agreement

This Agreement constitutes the full and complete agreement between the Board and the Union. This Agreement shall supersede any and all prior rules, policies, regulations, practices, agreements, or understandings concerning terms and conditions of employment heretofore in effect which shall be contrary to or inconsistent with the provisions of this Agreement.

Section 2. - Past Practice

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

ARTICLE XX - EFFECTIVE DATE - CHANGES - TERM OF THE AGREEMENT

It is further agreed and understood this Agreement shall be in full force and effect from the 1st day of July 2021, through the 30th day of June, 2024, and until such further time as a new contract is entered into and contained in full force unless either of said two parties gives written notice sixty (60) days prior to the expiration of the Agreement.

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____ 2022.

Signatures

For the District:

Kerry Dattilo

For the Craft Council:

John M. Shaw

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS - LOCAL 233

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS – UBC

Jeff Stark

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES DISTRICT
COUNCIL 82, LOCAL 260**

Braudon Shaw

PLUMBERS AND FITTERS - LOCAL 41

John M. Shaw

INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 400

Appendix A**PENSIONS****Section 1. - Pension and life insurance is deducted from wages.****(Pensions in GREEN status)**

The individual Craft Union whose pension are in the green and have maintained that status for a minimum of five years may at their discretion on July 1, may change the allocation amounts contributed to their Craft pension. Pensions in a category other than green or who have not yet met the five year minimum may with the mutual agreement of the district also change the allocation amounts on July 1. Should the union change any amounts listed the additional amounts shall be deducted from the employee's hourly wage. The District shall not pay any additional costs as a result of this provision.

(Pensions in YELLOW/RED status)

In the event a pension is declared in yellow or red status the contribution amount shall be frozen unless mutually agreed to be changed by the District and Craft Union.

In the event the Trustees of a pension plan adopt any rehabilitation or funding improvement plans that require supplemental contributions in accordance with Federal law, the District and specific Craft Union agree to comply with all Federal requirements and meet to discuss and/or negotiate the supplemental contributions.

Section 2. - IBEW

Section 1. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement. Section 2.

a. Effective March 1, 1991, the sum of one (\$1.00) dollar per hour for all hours paid on workmen employed under the terms of this Agreement will be forwarded monthly to a depository designated by the Eighth District Electrical Pension Fund.

b. The Employer shall also forward monthly, a payroll report on a form prescribed by the Trust Fund Committee. Such payment and payroll report shall be mailed to reach the office of the collecting agency no later than ten (10) calendar days following the end of each calendar month.

c. If Employer fails to remit, Employer will be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been paid to the designated depository.

Section 3. Contributions to be made to P.E.R.S. as prescribed by State Statute.

Section 3. - Plumbers

The district agrees to continue its remittance to the Plumbers and Pipefitters National Pension Fund at the applicable rate for each hour an employee receives pay in accordance with Appendix B of this agreement and the revised Standard Form of Participation agreement.

Section 4. – Operating Engineers

Operators Central Pension Fund

Pension: The Board shall contribute two dollars and seventy-one cents (\$2.71) to the pension fund as described above. All payments for pensions will be made to and information forms obtained from: Zenith American Solutions 111 W Cataldo Ave. Ste 220 Spokane WA.99201-3201

Appendix B LONGEVITY

In addition to the wages listed in this appendix employees shall receive longevity-based years of service within the bargaining unit. Employees eligible to receive a longevity payment during the subsequent school year shall receive their payment on July 1. For purposes of example only: If per the collective bargaining agreement an employee successfully completes their 5th year of employment in the bargaining unit on February 3, 2010, they will receive their longevity payment on July 1, 2009.

Years of Tenure in Position.	Longevity Pay Allowance
	Effective July 1, 2013
Anniversary of 5 years.	.15 per hour
Anniversary of 10 years.	.20 per hour
Anniversary of 15 years.	.30 per hour
Anniversary of 20 years.	.40 per hour
Anniversary of 25 years.	.50 per hour
Anniversary of 30 years.	.65 per hour
Anniversary of 35 years.	.85 per hour

Wages

	Hourly Rate*	Pension (paid by employee)
<u>Electrical Workers**</u>		
<i>Journeyman 7/1/2020</i>	31.43	1.00 Plus 3% of Hourly Rate for NEBF Pension Appendix A, Section 2
<i>Journeyman 7/1/2021</i>	32.06	1.00 Plus 3% of Hourly Rate for NEBF Pension Appendix A, Section 2
<i>Journeyman 7/1/2022</i>	32.54	1.00 Plus 3% of Hourly Rate for NEBF Pension Appendix A, Section 2
<i>Journeyman 7/1/2023</i>	33.19	1.00 Plus 3% of Hourly Rate for NEBF Pension Appendix A, Section 2
<u>Carpenters</u>		
Journeyman 7/1/2020	23.61	
<i>Journeyman 7/1/2021</i>	24.08	
<i>Journeyman 7/1/2022</i>	24.44	
<i>Journeyman 7/1/2023</i>	24.93	
<u>Plumbers**</u>		
Journeyman 7/1/2020	29.49	3.25***
<i>Journeyman 7/1/2021*</i>	30.08	3.25***
<i>Journeyman 7/1/2022</i>	30.53	3.25***
<i>Journeyman 7/1/2023</i>	31.14	3.25***
<u>Painters</u>		
Journeyman 7/1/2020	22.19	
<i>Journeyman 7/1/2021</i>	22.63	
<i>Journeyman 7/1/2022</i>	22.97	

<i>Journeyman 7/1/2023</i>	23.43	
Grounds		
Groundsman		
7/1/21	19.80	2.71
7/1/22	20.10	2.71
7/1/23	20.50	<i>To Be Determined by Members</i>

Apprentice: First year 50% of Journeyman wage/ Second year 70% of Journeyman wage/ Third year 95% of Journeyman wage

*Hourly Rate = amount paid by district per hour. The additional items are voluntarily deducted from the hourly rate per the Collective Bargaining agreement.

** Individuals holding a Masters Level Certificate will receive a \$250 stipend per year for the use of their license. In addition, the School District will pay the difference between the journeyman and the required master's license fee to an employee in the form of a reimbursement when requested by the employee.

***See attached MOU dated July 2010 located in Appendix A

**** See attached MOU dated December 2011 located in Appendix A

Signature Certificate

Reference number: 87MVE-DVVNB-WMWPM-VWUDU7

Signer	Timestamp	Signature
Kerry Dattilo Email: kerry_dattilo@gfps.k12.mt.us Sent: 16 Sep 2022 21:23:02 UTC Viewed: 16 Sep 2022 21:23:04 UTC Signed: 16 Sep 2022 21:23:19 UTC		 IP address: 69.145.82.192 Location: Great Falls, United States
Jack McBroom Email: jack@ibew233.org Sent: 16 Sep 2022 21:23:02 UTC Viewed: 19 Sep 2022 15:45:58 UTC Signed: 20 Sep 2022 17:27:08 UTC Recipient Verification: ✓ Email verified 19 Sep 2022 15:45:58 UTC		 IP address: 137.26.90.94 Location: Helena, United States
John Johnson Email: jj400@oe400.com Sent: 16 Sep 2022 21:23:02 UTC Viewed: 21 Sep 2022 14:47:02 UTC Signed: 21 Sep 2022 16:48:07 UTC Recipient Verification: ✓ Email verified 21 Sep 2022 14:47:02 UTC		 IP address: 206.127.114.230 Location: Helena, United States
Brady Nelson Email: bnelson@iupat82.org Sent: 16 Sep 2022 21:23:02 UTC Viewed: 13 Oct 2022 13:02:28 UTC Signed: 13 Oct 2022 13:03:04 UTC Recipient Verification: ✓ Email verified 13 Oct 2022 13:02:28 UTC		 IP address: 67.4.15.74 Location: Minneapolis, United States

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Signer

Timestamp

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Brandon Shaw

Email: bshaw@uanet.org

Sent:

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Viewed:

13 Oct 2022 02:57:23 UTC

Signed:

17 Oct 2022 16:25:01 UTC



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