

COLLECTIVE BARGAINING AGREEMENT

POPLAR SCHOOL DISTRICT NO. 9 AND 9B

AND

**TEAMSTERS LOCAL UNION NO. 2
GREAT FALLS, MT**

Regular and Customary Bus Drivers

July 1, 2025 through June 30, 2028

TABLE OF CONTENTS

ARTICLE**PAGE**

1	RECOGNITION	1
2	NONDISCRIMINATION	2
3	PROBATIONARY POLICY	2
4	SENIORITY	3
5	JOB POSTING	3
6	HOURS AND WORKING CONDITIONS	3
7	HEALTH AND WELFARE	5
8	WAGES	6
9	HOLIDAYS	6
10	LEAVE	7
11	GRIEVANCE PROCEDURE	10
11.3	EXCEPTIONS TO TIME LIMITS	12
11.4	NO REPRISALS	12
11.5	COOPERATION OF PARTIES	13
11.6	PERSONNEL FILES	13
11.7	ELECTION OF REMEDIES AND WAIVER	13
11.8	JURISDICTION OF THE ARBITRATOR	13
12	NO STRIKE/NO LOCKOUT	13

13	SAVING CLAUSE/EFFECT OF AGREEMENT	13
14	MANAGEMENT RIGHTS	14
15	VISITS BY UNION REPRESENTATIVE	14
16	SCHOOL BOARD POLICIES	14
17	DURATION	15
	SCHEDULE "A"	16

.....

AGREEMENT

This Agreement, made and entered into this day of July 2025, by and between School District No. 9 and 9B, Poplar, Montana, hereinafter referred to as the "Employer" and Teamsters Local No. 2 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" shall constitute a binding Agreement governing the work performed by the Employer within the jurisdiction of the Union.

WITNESSETH

In consideration of the covenants herein recited, and in order to mutually establish and stabilize wages and working conditions affecting the employees covered by this Agreement, the parties mutually agree as follows:

ARTICLE 1. RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent within the work jurisdiction for the purpose of collective bargaining. The work jurisdiction is defined as, "the transporting of Poplar students to and from school and/or Poplar Public School-sponsored student activities and/or BIA fire fighters by the black and yellow buses and/or gray hound coaches." The parties agree to continue the current practice of using fill-in or part-time bus drivers in addition to the regular and customary bus drivers.

The appropriate unit for the purposes of collective bargaining is defined as, "Employees employed by the Poplar School District as regular and customary bus drivers including BIA fire fighting drivers while on the School District payroll excluding substitute bus drivers (those bus drivers working less than thirty (30) consecutive school days in the appropriate unit), bus maintenance employees, bus mechanic(s), probationary bus employees, BIA fire fighting bus drivers while not on the School District payroll, all employees excluded by Section 39-31-103, MCA, and all other employees."

Employee(s) is defined as, "An employee working with the appropriate unit."

Nothing in this article and/or contract shall be interpreted as to stop the Employer from assigning additional duties, work and/or responsibilities to the employees covered by this contract.

- B. Employees covered by the terms of this Agreement must, as a term and condition of employment, pay a representation fee to the Union.

All employees covered by the terms of this Agreement shall within thirty (30) days of the signing of this Agreement, or within thirty (30) calendar days of employment, whichever is later, pay dues or the representation fee to the Union. The employee who fails to pay representation fee required by this Article is subject to discharge.

The Union may make written notice by certified mail to both the School District and the employee of the employee's failure to pay the representation fee and demand the discharge of the employee after the thirty (30) calendar day period specified above. After the certified written notice, the employee shall have twenty (20) additional calendar days to comply with the Article. If the employee still fails to pay the representation fee required by the Article, the employee shall be discharged.

- C. The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and cost of defense thereof, on account of any provision of the Article.
- D. 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, dues or representation fee, providing such assessments can be grouped and the total made payable to one assignee.
- E. 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 the Union. Provided, however, that for a period of ninety (90) days after the execution of this Agreement, Employer agrees to refrain from reducing the hourly wages of above scale employees.

ARTICLE 2. NON-DISCRIMINATION

The Board and the Union will not discriminate against any employee because of membership in the Union, non-membership in the Union, participation or non-participation in any of its activities, or involvement in the processing of a grievance.

ARTICLE 3. PROBATIONARY POLICY

- A. All employees new to the School District shall serve a one hundred twenty (120) day driving probationary period. The one hundred twenty (120) day probationary period must be served within the past two (2) school years to be counted. During probationary period, the Employer is free to discharge the probationary employee for any reason.

Disciplinary Discharge - Just Cause

No non-probationary employee shall be disciplinary discharged without just cause. Just cause applies only to disciplinary discharge of non-probationary employees.

- B. Upon written demand by a discharged employee, the School District shall furnish the employee a full, succinct and complete a written statement of the reason for discharge within fourteen (14) calendar days. A copy of the reason shall also be given to the Union in Great Falls.

ARTICLE 4. SENIORITY

- A. Seniority is defined as an employee's first date of current, continuous employment by the Employer once the employee has completed their probationary period. During the employee's probationary period, the employee has no seniority. Seniority applies to layoff and/or bidding vacant only.

- B. Claims respecting seniority shall be processed under the grievance and arbitration provisions hereof and settlement awards may include reinstatement with back pay if germane to the issues arbitrated.
- C. Lay-offs caused by reduction in force shall be in order of seniority. The employee last hired shall be the first released. Employees who are scheduled to be released shall be given at least two (2) weeks notice. The employee shall give the Employer two (2) weeks notice of quitting. If the employee fails to give notice, the employee shall lose any right to sick leave cash out. 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, unless failure is for medical reasons.

- D. Employees whose seniority dates are the same shall have their seniority rank determined by alphabetic listing.
- E. Seniority shall be forfeited by discharge for just cause or voluntary termination.

ARTICLE 5. JOB POSTING

The School District shall post notice of a new or vacant bargaining unit job for seven (7) calendar days. Any school bargaining unit employee may apply for the new or vacant bargaining unit job. Nothing in this Article shall be construed to stop the School District from temporarily filling a job.

ARTICLE 6. HOURS AND WORKING CONDITIONS

- A. The School District will assign hours of work, number of days of work, length of work, job responsibility, and/or duties. Only after seeking input from the employees, the

hours of work, number of days of work, the length of work, job responsibility, and/or duties may be changed by the School District.

- B. Call Outs and/or Show Up: An employee who is called out by the School District or is scheduled by the District to work (show up) shall be paid a minimum of two (2) hours for each and every call out and/or show up. Call out is defined as, "separate, stand-alone work an employee is called in to perform." Call out is not an employee directed to continue to work after a shift or run, nor an employee directed to start a shift or run earlier than scheduled. Show up is not employee directed work and/or employee self scheduled work. There will be no stacking, duplication or pyramiding of hours, payments involving the same hours of labor, rates of pay, call outs, show up, minimum pay time, minimum time, overtime and/or overtime pay rate.
- C. Each hour spent participating at School District-directed workshops, classes, drug testing and/or training shall be paid at the route rate as hours worked provided the employee exceeds the minimum hours stated in SCHEDULE A, 1. of this contract.
- D. When a driver passes on a trip the next driver in the rotation will be up for the activity. Once the full-time driver rotation has been gone through it is then left to the school's discretion for other drivers to take the trip. If no other driver can take the trip, it will then move to 15 passenger vehicle(s).\

Clarification: Members would be identified by Numbers for Activity Trips for Rotation. Seniority would identify the number. The next trips would start at the next number

<u>Trip 1</u>	<u>Trip 2</u>
1 Pass	3
2 Takes it	4
3	1
4	2

The rotation will start at the person after whoever drove the last trip or whoever was the last person to pass on the last trip

- If the school decides to use 15 passenger vehicle(s) the full-time drivers will have the opportunity to drive the activity.
- Cancellation of Trips- 2-hours

Section D.1: It is Agreed between Poplar School District and Teamsters Local 2, if something should come up to where it was never discussed or bargained over to where the CBA is silent on a particular subject. The school district and the union agree to meet and discuss any items involving bus activities to help clarify, identify any missing items and follow up with an LOU on any Bus Activities.

Section D.2 The transportation director will assign all activity trips (Cruiser, Yellow, White, 15 passenger) based on seniority. The rotation will be started with the most senior certified bus driver and if denied will move to the next most senior bus driver and so on. If no certified bus driver takes the activity trip, then the transportation director will assign those activity trips. This process will begin every Monday at 8 am with weekly activity trips being posted in the bus garage.

The District shall post a coach training schedule that is open to all bargaining unit employees.

The bargaining unit employee must successfully complete the training and be signed off by the Transportation Supervisor.

An employee who shows up for an activity run that is canceled, shall not lose his/her place in the rotation.

- E. The District shall assign the bargaining unit employees to fill all BIA contracted runs provided the bargaining unit employee is acceptable to the BIA. The BIA will have to provide a letter documenting any bargaining unit employee who is not acceptable to

them.

- F. The assignments of BIA runs shall be on a rotation basis as contained in Section d of this Article.
- G. At times a bargaining unit employee(s) will be directly employed by the BIA for training and/or other work. When the BIA directly employs a bargaining unit employee (s) for training and/or other work, all enumerations (wage, per diem, motel/lodging, meals, payroll taxes and, if available, retirement, vacation, sick leave), shall be paid by the BIA. All the directly employed bargaining unit employee(s) by the BIA for training and/or other work is outside the jurisdiction of this Collective Bargaining Agreement. Except for subsections D, E, F, G and H above, no parts, articles nor sections of this Collective Bargaining Agreement applies to the directly employed bargaining unit employee(s) for training and/or other work by the BIA.
- H. Starting with the signing of the Teamsters 2014 – 2017 Collective Bargaining Agreement, the District shall pay for all D. O.T. required physicals. The District will not submit the D. O.T. required physicals to the health insurance policy of the employee. A District purchase order will be issued by the transportation supervisor.
- I. Employees shall be subject to all rules and regulations regarding drug and alcohol testing, including drug and alcohol training. The District is subject to follow all Federal regulations as to rules and regulations of drug and alcohol testing.
- J. **Overtime:** Any work performed in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half times the employee's regular hourly wage rate. For the purposes of determining overtime/comp time, a work week for the employees covered by this Collective Bargaining Agreement shall start at 12:01 a.m. Sunday and shall continue for the next seven days (24 hours x 7 days = 168 hours). Starting with the first full pay period after the Union approves the new 2012 – 2013 Collective Bargaining Agreement, all overtime will be calculated using the weighted average method.

By mutual Agreement between the School District and the employee, the employee may earn and use comp time as prescribed by the Fair Labor Standard Act (FLSA).

No employee shall work overtime, except in case of an emergency, without the direction of proper authority.

ARTICLE 7. HEALTH AND WELFARE

The School District will pay the below stated amount to the insurance company or trust for each participating employee per month subject to the following and the limits of the insurance policy or plan:

Bus Driver Group Health Insurance Rates for 25/26

	Health	Dental	Vision	Total Monthly
Single	\$1,087.00	\$48.00	\$11.00	\$1,146.00
Employee/Spouse	\$2,174.00	\$96.00	\$22.00	\$2,292.00
Employee/Children	\$1,794.00	\$99.00	\$15.00	\$1,908.00
Family	\$2,935.00	\$147.00	\$23.00	\$3,105.00

Poplar School District also agrees to continue with a \$6,100 Health Reimbursement card for all bus drivers.

All bus drivers are required to pay a maximum of \$75.00 per month in health insurance premiums.

Employees who do not participate in this health insurance program forfeit all benefits listed in this Article and/or money transfer rights.

Any additional monies needed for insurance premiums shall be deducted from the employee's paycheck. The Union may transfer money from wages to insurance premiums or from insurance premiums to wages. The transfer of money must balance.

The employee's insurance contributions for the months of July, August and September will be deducted from the Employee's June 5th and 20th pay checks.

The School District will make insurance payments to the insurance company and/or trust as directed by the insurance company and/or trust the first of the month following the first day of employment of the employee. All School District payments to the insurance company and/or trust shall stop on the employees last day of work.

When insurance benefits and/or coverage starts and stops will be determined by the insurance company and/or trust.

It is understood that the District's only obligation is to pay such amounts as agreed. No claims shall be made against the School District as a result of the denial of insurance coverage, insurance benefits and/or denial of claim(s).

The employees shall be notified of any increases to their health and welfare rates as soon as the District received the new rates.

Any questions to obtain information about the health and welfare rates, window periods or other information about the health and welfare should be directed to the Superintendent.

ARTICLE 8. WAGES

The wages for:

1. Bus Route, Kindergarten Route, JOM, Bilingual, Training and Drug Testing,
2. Extra-Curricular Assignment, and
3. BIA Runs, when not directly employed by the BIA, are contained in Schedule "A" attached to this Agreement and are considered part of this Agreement.

ARTICLE 9. HOLIDAYS

The School District will pay the holidays to the extent required by Section 2-18-601(8), MCA.

- A. New Year's Day (January 1);
- B. Good Friday (effective 7-1-11)

- C. Memorial Day (Last Monday in May);
- D. Labor Day (First Monday in September);
- E. Thanksgiving Day (Fourth Thursday in November);
- F. Day After Thanksgiving (effective 7-1-11)
- G. Christmas Day (December 25);

- H. State and national election days when the school building is used as a polling place and the conduct of school would interfere with the election process at the polling place.
- I. Employees shall be paid three (3) hours holiday pay for each holiday or Regular Bus (Yellow Bus) hours, whatever is greater.

ARTICLE 10. LEAVE

Employees on any leave are subject to layoff and/or change in work.

A. Sick Leave

1. **Defined:** Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, exposure to contagious disease that requires isolation, or the necessary absence from duty to receive a medical examination or treatment. Accumulated sick leave credit should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies (including step-parents and step-children) for transportation or until transportation can be arranged. Sick leave is given during time on leave. Up to five (5) days of accumulated sick leave may be used to attend funerals of friends and relatives not covered above. Sick leave benefits should be carefully guarded and not dissipated or abused.

2. **Accrual of Sick Leave** shall be as stated in Section 2-18-618, MCA.

3. **Reporting of Sick Leave:** If an employee is unable to work due to illness or emergency, he/she must notify the immediate Supervisor or the office of the

Superintendent. The Superintendent should be notified only in those cases when the immediate Supervisor cannot be located. If the illness or emergency occurs during the Supervisor's day off, the appropriate person may be contacted at home if necessary.

4. **Emergency Leave: Defined:** Emergency leave is defined as a necessary absence due to the illness of a member of the employee's immediate family which requires the attendance of the employee until professional or other attendance can be obtained.
5. Employee shall receive a print-out each September indicating the number of sick days the employee has accrued to date.

B. Payment of Sick Leave

1. Eligible 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 rate at the time of termination. An employee must give the District two (2) weeks notice prior to the employee quitting. If notice is not given, the employee forfeits the lump sum payment of unused sick leave that the employee would normally be entitled to.

2. Other Sick Leave Provisions:

a. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.

b. Sick leave charges and credits shall be charged to the nearest one-half (1/2) hour.

c. A physician's certificate or other evidence to substantiate a sick leave charge may be required by an employee's immediate Supervisor or the appointing authority.

d. Medical appointments may be charged to sick leave, provided the minimum time is not less than one-half (1/2) hour. Each absence shall be reported separately and authorized in advance by the employee's Supervisor.

e. Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

3. Abuse of Sick Leave:

a. Abuse of sick leave is cause for dismissal.

b. Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave, or when an employee uses sick leave for unauthorized purposes.

c. Administrators must be able to substantiate any charges of sick leave abuse that results in an employee's dismissal.

d. Controversial use of sick leave should be thoroughly discussed by the employee's immediate Supervisor and the appointing authority before disciplinary actions are instituted.

C. Annual Leave (Vacation):

1. Employer agrees that each employee shall accrue vacation time at the rate prescribed by Section 2-18-612, MCA, subject to the maximum accumulation of vacation time provided in Section 2-18-617(1), MCA.

2. An employee who terminates his employment for any reasons not reflecting discredit on himself, shall be entitled to cash compensation on the next regular pay day for unused vacation leave, assuming that the employee has worked the qualified period set forth in Section 2-18-611, MCA.
3. It will be general policy of the School District that all vacation days will be taken when the school is in summer recess and/or paid at the end of the school year. At the end of the calendar year, an employee may request and be paid a lump payment for the earned vacation time, up to the maximum on the books.

At the end of the school year, the School District will pay as a lump payment@ any earned vacation time on the books.
4. Vacation leave shall not accrue during a leave of absence without pay which exceeds fifteen (15) calendar days.
5. In the event of death of an employee, unused and earned vacation time shall be paid to the employee's heirs at the employee's regular rate of pay.
6. The dates when employee's vacations shall be granted shall be determined by Agreement between each employee and his Employer with regards to the best interest of the School District.
7. If any 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.
8. Vacation time may be taken on split vacation basis.

D. Other Leave With Pay:

1. Military Leave

The School District will grant military leave with or without benefits to the extent required by law.

2. Jury Duty or Witness Duty Leave

a. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer.

b. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and shall forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

c. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

E. Leave Without Pay:

The School District may, at the School District's sole discretion and without setting a precedent, grant other or extended leave without pay or benefits. The School District

and the employee shall enter into a written agreement covering any leave without pay.

F. Family Medical Leave Act:

Family Medical Leave shall run concurrent with other applicable leaves.

ARTICLE 11. GRIEVANCE PROCEDURE

11.1 Definitions

- A. A grievance is a written and signed claim by a grievant that there has been a violation of the terms of this Agreement.
- B. A grievant is an employee or group of employees or the Union.
- C. Days shall mean calendar days, except as otherwise indicated.

11.2 Individual Rights

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration at Level One without intervention by the Union, provided that adjustment is not inconsistent with the terms of the contract.

STEP I Immediate Supervisor

The grievance shall, within twenty-one (21) days of the occurrence or 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 and shall include a statement of the grievance, which Article(s) are in dispute, and the requested remedy.

If the grievance is of a repeat or recurrent nature, the remedy of the grievance shall only extend back sixty (60) days from the date the grievance was filed.

The immediate Supervisor will arrange for a meeting with the grievant to take place within ten (10) days after receipt of the grievance. The Supervisor shall provide the grievant and the Union with a written answer to the grievance within ten (10) 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 ten (10) days after presentation of the grievance, then the grievance, within ten (10) days, may be referred to the Superintendent or the Superintendent's designee.

The Superintendent shall arrange for a hearing with the grievant to take place within ten (10) days after receipt of the appeal. Upon conclusion of the hearing, the Superintendent will have ten (10) days to provide the grievant and the Union with 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 ten (10) 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 with 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 ten (10) 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 Personnel 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 not consider any argument or evidence that the grievant, Union or School Board did not submit to the other side seven (7) days before arbitration.

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 decision shall be final and binding upon the parties.

The expenses of arbitration shall be borne by the two parties equally. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

11.3 Exceptions to Time Limits

The time limits set forth in the Article may be changed by written Agreement. If the grievant fails to file the grievance within the first twenty-one (21) days as stated in Step I, the grievance is forever waived. If the grievant fails to timely file an appeal, the grievance is settled as stated in the earlier step.

11.4 No Reprisals

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

11.5 Cooperation of Parties

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

11.6 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.

11.7 Election of Remedies and Waiver

The Union and/or employee(s) instituting any actions, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, Tribal Court or seeking relief through any statutory process for which relief 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 employee(s) and/or Union shall waive his/her/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 this Agreement or to enforce the award of an arbitrator.

11.8 Jurisdiction of the Arbitrator

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

ARTICLE 12. NO STRIKE/NO LOCKOUT

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

ARTICLE 13. SAVING CLAUSE/EFFECT OF AGREEMENT

- A. Changes in Agreement:** No change shall be made in any provision of this Agreement unless by mutual consent of the parties.
- B. Savings Clause:** If any provision of this Agreement or any application thereof to any employees is finally held to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such decision, but all other provisions or applications shall continue in full force and effect. At the request of either party, negotiations shall immediately begin in order to modify or replace the invalid provisions.
- C. Effect of Agreement:** This Agreement constitutes complete Agreement between the School Board and the Union. This Agreement supersedes any prior Agreement, rules or practices concerning the terms and conditions of employment.

The parties further acknowledge that during the course of collective bargaining, each party has had the unlimited right to offer, discuss, accept or reject proposals. Therefore, for the term of this Agreement, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

ARTICLE 14. MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to prohibit the School District from exercising all management rights and prerogatives except those expressly waived in this Agreement. The Board has all rights to manage the School District except those expressly waived by this Agreement.

It is recognized that, except as expressly provided in this Agreement, the District shall retain whatever rights and authority are necessary for it to operate and direct affairs of the District in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the District; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 15. VISITS BY UNION REPRESENTATIVE

The Employer agrees that accredited representatives of Teamsters Local Union No. 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. The Superintendent is to be advised of the Union's representative on the school property.

ARTICLE 16. SCHOOL BOARD POLICIES

Employees covered by this Agreement acknowledge that School Board Policies are binding upon them. If there is a conflict of interpretation between the School Board Policies and this

Agreement, this Agreement shall supersede the Board Policy. School Board Policy is not part of this Collective Bargaining Agreement.

By making reference to School Board Policy, the parties do not intend to incorporate School Board Policy into this Collective Bargaining Agreement.

ARTICLE 17. DURATION

This contract becomes effective July 1, 2025 and shall continue in full force and effect until June 30, 2028.

This Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either party gives notice to the other party, during the month of March of the expiration year, of its desire to negotiate.

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 the day and year first written above.

**SCHOOL DISTRICT NO. 9 AND 9B
POPLAR, MONTANA**

**TEAMSTERS LOCAL UNION NO. 2
GREAT FALLS, MONTANA**

BY _____

BY _____

TITLE Board Chairperson

TITLE Business Representative

ATTEST _____

SCHEDULE "A"

Starting July 1, 2025:

A. Bus Route, Training and Drug Testing Minimum Hours and Pay

1. Minimum Hours of Pay Per Day - Bus Route, Training and Drug Testing: Except as noted below, an employee who makes an a.m. or p.m. bus route run shall be paid a minimum of one and one-half hours per route or the actual hours worked (bus route) training and drug testing) that route, whichever is the greatest. If an employee works the a.m. bus route and an extracurricular bus trip in the afternoon, the minimum pay for the bus route is one and one-half (1-1/2) hours (bus route, training and drug testing). If an employee works only an a.m. or p.m. bus route, the employee will be paid one and one-half hours or for actual hours worked (bus route, training and drug testing) whichever is the greatest. For employees who make one (1) route per day and who work less than one and one-half (1-1/2) hours per day, one and one-half (1-1/2) hours per day will be used and considered time worked for all overtime and all payroll taxes. For employees who make two (2) or more routes per day and who work more than one and one-half (1-1/2) hour per day but less than three (3) hours per day, three (3) hours per day will be used and considered time worked for all overtime and all payroll taxes. In all bus route(s), bus run(s), training and/or drug testing, there shall be no more than one minimum of one and one-half hours per AM and no more than one minimum of one and one-half hours per PM. For the bus route(s), bus run(s), training and/or drug testing work that overlaps the AM and PM, only the AM minimum will be applied.

2. Rate of Pay:

July 1, 2024 to June 30, 2025, twenty-six dollars and one cents (\$26.01) per hour

July 1, 2025 to June 30, 2026, thirty-one dollars and one cents (\$31.01) per hour

July 1, 2026 to June 30, 2027, thirty-one and sixty-three cents (\$31.63) per hour.

July 1, 2027 to June 30, 2028, thirty-two and twenty-six cents (\$32.26) per hour.

B. EXTRACURRICULAR BUS TRIP PAY

1. Minimum Hours of Pay Per Trip: An employee who is assigned an extracurricular bus trip and shows up and/or drives shall be paid a minimum of two (2) hours or the actual hours worked that trip, whichever is the greatest. For employees who work less than two (2) hours per trip, two (2) hours per trip will be used and considered time worked for all overtime and all payroll taxes.

2. Rate of Pay:

July 1, 2024 to June 30, 2025, seventeen dollars and sixty-nine cents (\$17.69) per hour for extracurricular bus trips.

July 1, 2025 to June 30, 2026, twenty-two and sixty-nine cents (\$22.69) per hour for extracurricular bus trips.

July 1, 2026 to June 30, 2027, thirty-one and sixty-three cents (\$31.63) per hour for extracurricular bus trips.

July 1, 2027 to June 30, 2028, thirty-two and twenty-six cents (\$32.26) per hour for extracurricular bus trips.

All non School church trips, club trips, social club trips and/or other like non-School trips are extracurricular trips.

C. BIA CONTRACTED WORK

The pay rate for all BIA contracted runs shall be paid as follows: The drivers operating black and yellow buses shall receive \$13.95 per hour plus fringe benefits.

The employees that will be operating coach buses shall receive \$15.29 per hour plus benefits.

When the School District receives an increase from the BIA for the hourly rates of pay list above, the School District shall adjust the above rates of pay by the same rates received and pay the same retroactive to the drivers for the same time period as received by the School District.

All drivers assigned a BIA run shall receive a minimum of eight (8) hours per day based on the hourly rates listed above or as modified. All hours worked over eight (8) hours per day shall be paid at the rates listed above or as modified. All actual work hours over forty (40) hours in any one week shall be paid at the rate of one and one-half times (1-2) the hourly rates contained in this Agreement. When two (2) drivers are assigned for one (1) run, both drivers shall receive the full wage rate contained in this Agreement plus fringe benefits. After each BIA designated trip, drivers must report their actual hours worked and miles driven each day to their Supervisor.

D. LONGEVITY

Employees shall receive the following in addition to their hourly rate of pay for longevity purposes.

Beginning of 7 th Year - 13 Complete Years	\$.45 Cents Per Hour
Beginning of 14 th Year	Additional \$.70 Cents Per Hour

For clarification, a ten (10) year employee would receive an additional twenty-five cents (\$.45) per hour, while a fourteen (14) year employee would receive another fifty cents (\$.70) per hour on top of the additional twenty-five cents (\$.45) per hour they were already receiving, for a total of seventy-five cents (\$1.15) per hour paid specifically for longevity purposes. (Daily runs and extracurricular only) There will be no longevity paid on BIA trips.

Employees are encouraged to notify the Employer when they are eligible for longevity, if possible.

Nothing in this longevity section and/or this Collective Bargaining Agreement shall be interpreted, read and/or ruled as requiring the School District to advance an employee=s longevity step, to be paid at a higher longevity rate to any employee and/or to increase the years of experience of any employee after the expiration date (last effective date) of this Agreement.

E. Should the School District receive any increase in BIA wage rates, the employees will receive the same retroactive to the date of the BIA increase.