Master Contract Deer Lodge School District #1 and Teamsters' Union Local #2

2026-2027

This agreement is entered into by Deer Lodge School District #1, hereafter referred to as the Employer, and Teamsters Union number two, hereafter referred to as the Union, for the purpose of establishing mutually agreed upon conditions of employment, equitable and peaceful adjustments of differences, and promoting continuing understanding between the Employer, its employees, and the Union.

Article 1–Recognition

The Employer recognizes the Union as the exclusive bargaining representative for collective bargaining purposes for maintenance and custodial personnel, custodian licensed boiler engineers, school bus mechanic, and school bus drivers of Deer Lodge School District #1, and to exclude substitute bus drivers, confidential employees, supervisors as defined by the act, summer maintenance and custodial helpers who work no more than 90 calendar days per year, and other employees. A substitute employee who replaces a regular driver for more than 20 consecutive work days shall be considered a member of the bargaining unit. Substitute bus drivers are defined as those certified drivers who drive only when regular drivers are unavailable due to such things as illness or personal business.

Article 2–Representation Fees

All employees are covered by this Agreement. Application for membership in the Union shall be in accordance with state and federal law. A Union member will pay to the Union an amount equal to the initiation fee and monthly union dues as a contribution to assist the employees as a group in meeting the costs of planning, negotiating and administering the agreement and of protecting and promoting their interests. The Employer agrees to deduct dues and initiation fees from employees' paychecks who sign up for membership into the Union and give authorization to the Employer. The Employer will remain neutral on all Union business and will direct all questions about the Union membership to the Union. The Employer will notify the Union within 10 days of new employees, providing names and addresses to the Union. Designated Union representatives and their local affiliates shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process.

Article 3–Overtime

Forty hours in 5 days shall constitute a week's work. All work over 40 hours in any one week shall be paid at the rate of time and one-half the normal wage rate. The District is not required to assign work which requires the payment of overtime.

Article 4–Work Week and Workday

1. **Work week and work day:** Employees shall report for work each working day, Monday through Friday, unless they have been notified by the Employer not to report for work the following day. The District at its discretion, may schedule employee work schedules, as necessary, Monday through Friday.
2. **Special Schedules**
    a. Central Park Center maintenance Employees: The District may, at its discretion, schedule maintenance employees at the Central Park Center on a work week other than Monday through Friday.
    b. Ten- hour work day: Employees will be offered the availability of a 10-hour shift over holidays and the summer.
3. **Guarantee of Hours**
    a. Call out: Any regular, full-time employee reporting for work or ordered out for a specific job or shift shall receive 4 hours work or a minimum 4 hours pay.
    b. Bus Drivers: Bus drivers on regularly scheduled bus routes are guaranteed a minimum 2-hour shift assignment. The portion of the two-hour shift not required for actual driving time will be spent working at other tasks, as assigned by the superintendent and or transportation supervisor. Additionally, bus drivers will receive call out minimum of 2 hours pay for callouts on scheduled days off.
4. **Transfers:** Transfers between the elementary school system and the high school system will be mutually agreed upon by both the employee and the Employer.
5. Bus Drivers: Bus drivers shall not be required to have children on the bus before 3:10 p.m. with the exception of the West side route, as long as the West Side continues to run two afternoon routes.
6. Breaks: Employees who work eight (8) hour shifts shall be given two paid fifteen (15) minutes breaks. Employees who work ten (10)hour shifts shall be granted 3 paid breaks.

Article 5–Classification and Wage Rates

A. **Classification and wages**: Classification and wage rates shall be negotiated and set forth in Attachment A, which shall be attached hereto and by this reference become a part hereof.
B. **Longevity Allowance**

1. (a)Each employee who has completed 5 years of uninterrupted service must receive 1.5% of the employees' base salary multiplied by the number of completed, contiguous five-year periods of uninterrupted service.
   (b) Each employee who has completed 10 years of uninterrupted service, 15 years of uninterrupted service, 20 years of uninterrupted service, or 25 years of uninterrupted service must receive an additional 0.5% of the employees' base salary for each of those additional five years of uninterrupted service.
   (c) Service is not interrupted by authorized leaves of absence.
2. (a) For the purpose of determining years of service under this section, and employee must be credited with one year of service for each period of:
   a. 2,080 hours hours of service following the employee's date of employment; and employee must be credited with 80 hours of service for each bi-weekly pay period in which the employee is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period; OR
   b. 12 uninterrupted calendar months following the employee's date of employment in which the employee was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any month. An employee of a school must be credited with one year of service if the employee is employed for an entire academic year.
3. For the purposes of calculating longevity, employment as a short-term worker does not apply towards years of service.

Increment	0	**1**	2	3	4	5
Years	0	5	**10**	**15**	**20**	**25**
Longevity Rate of Base Pay	0	1.5%	**3.5%**	**5.5%**	**7.5%**	**9.5%**

Article 6–Seniority

Seniority shall be defined as the total length of continuous service with the Employer. Seniority shall be within job classifications and shall date from the date of hiring the employee. All new jobs and job openings shall be posted and offered within the classifications of the new job or job opening based on ability, knowledge and seniority. If split shift is implemented by the District in any classification, such split shift will be filled by seniority in that classification in descending order.

Article 7–Layoff

If it becomes necessary to lay off any employee, those with the shortest period of continuous service within the classification shall be laid off first. recall shall be within classification and based on ability, knowledge and seniority.

Article 8–Warning, Suspension & Discharge

A. **Warnings, Suspensions and Discharge:** In the case of suspension or discharge, the Employer agrees to give in writing, at least one warning explaining the nature of the complaint to the employee, a copy of which will be sent to the local Union affected. The warning shall not remain in effect longer than one calendar year from the date of issue for such discharge is one of the following:
    a. Dishonesty
    b. Drinking of alcoholic beverages to the extent of affecting job performance, as determined by the supervisor
    c. Use of drugs or narcotics
    d. Immoral acts

B. **Resignations:** Employees resigning from their jobs must notify the Superintendent in writing 2 weeks in advance of the resignation date.

C. **Probationary Period:** All new hires will be subject to a 3-month probationary period. Any Teamster hired at the end of a school year (April, May) will be required to complete the remaining probationary period at the start of the following school year. The warning procedure will be waived for all probationary employees.

Article 9–Holidays

Regular, full-time employees shall be granted holidays without any loss of pay as follows:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans
- Thanksgiving Day
- the day after Thanksgiving
- Christmas Day
- Martin Luther King Jr day
- Good Friday

In the event that holidays fall on a day in which school is in session, employees shall take the holidays on a day in which school is not in session. Those part-time employees who work at least 4 hours per day, and less than 6 hours per day, will be paid at time and one half for hours worked on a holiday.

Article 10–Insurance

A. **Insurance Committee:** The District will provide health, dental and or other benefits as recommended by the District Insurance Committee. The District Insurance Committee will be composed of representatives of all employee groups: teachers, administrators, Teamsters, kitchen and secretaries. the committee will study and recommend coverages and carriers for District employees

B. **District contribution:** The District shall contribute $855 per month toward an insurance contribution for each Teamster on the HDHP/HSA plan.
    a. Dental: A dental plan will be available for employees to purchase at their discretion.
    b. Vision: A vision plan will be available for employees to purchase at their discretion.

C. **Indemnification**: In consideration of the District's agreement to make funding contributions to the District health insurance program, the Union agrees to indemnify and hold harmless the District, Board of Trustees and all school officials from any action or liability which may arise in regard to claims of discrimination by the insurance program in the determination of rates and benefits to be assessed as to each employee for coverage. The parties agree that the District is not an insurance carrier and shall not be responsible for the payment of any medical claims.

Article 11–Leaves

A. **General:** Vacation and sick leave credit shall be accrued and paid in accordance with State statute. Seniority shall prevail. Part-time employees shall receive vacation and sick leave as per state law.

B. **Sick leave contributions:** Members of the Teamsters bargaining unit may voluntarily contribute a maximum of two days of accrued sick leave to another member of the bargaining unit who is unable to work because of illness or disability and has exhausted all available sick leave. Those who wish to make such a contribution will be required to fill out a form supplied by the District for such purposes. Said contributions may only be made one time each contract year to any one individual member of the bargaining unit.

C. **annual leave:** A majority of the maintenance employees and a majority of the custodial employees may not take vacation at one time. Requests for vacation must be made by May 1 at which time seniority will prevail in scheduling vacations. In the event that requests are submitted after May 1, vacation will be approved at the discretion of the Employer. The Employer will notify employees within 10 working days if their request for vacation is granted or denied. If the request is denied, the Employer will notify the employee why the request was denied. Seniority lists will be provided by the District no later than June 1 of each calendar year.

D. **Bereavement:** Employees are allowed 5 days of absence per year, without loss of salary for the death in the immediate family or close friends. Bereavement leave is not accumulative. The Superintendent may grant extended bereavement leave under special circumstances.

E. **Education:** Temporary leave may be granted at full salary, for employees' attendance at education conferences, serving on committees, attendance at professional association conferences, conventions and assemblies. Leave of this nature must be approved by the Board in advance.

F. **Military:** Full-time employees shall be given up to 15 days of military leave in a calendar year for attending regular encampments, training cruises and similar training programs of the organized militia of this state or of the military forces of the United States. It is understood that military leave means attending annual encampment for active duty training for any reserve component of any of the armed forces, which may take place any time during the year. This does not apply to inactive duty training, weekend National Guard training or emergency call out for state or federal emergencies or disasters

G. **Personal:** Personal leave shall be at the rate of 3 days annually and 4th and 5th day which shall be deducted from the employee's available sick leave credit. The leave is not accumulative and is not to be used for personal recreation, pleasure, or for the fulfillment of other employment. Except an unusual circumstances, this leave will not be allowed immediately preceding or following a major school event or vacation period. Any unused personal leave will be added to individual sick leave at the end of the year.

H. **Legal:** Household and family. Employees may be allowed nine emergency leave days per year for legal business, household or family matters. This leave is not accumulative and must be approved by the supervisor and authorized by the Superintendent. Emergency leave may be used as a sick leave only after other sick leave and accumulated leave have been expended. Employees shall receive salary at the rate equal to the difference between the employee's average daily salary and a substitute's actual salary.

I. **Public Office:** An employee may request a leave of absence without pay if elected to public office for a period of time not to exceed 90 consecutive days, or an employee may be granted leave of absence each month without pay from his/her regular duties, not to exceed the time equal to 10% of his/her regular monthly work schedule. The request for this leave must be made in writing to the Board at least 30 days prior to the employee's filing for the elected office.

J. **Jury Duty:** An employee may be excused from work to serve on a jury. While on jury duty, an employee will receive full salary minus any fees or compensation provided for the jury service. Employees called as witnesses in court cases involving the District will receive full salary while absent from duties. Employees called as witnesses in cases not involving the District will not receive salary during the absence.

K. **Extended:** Employees may be allowed extended leave of absence, without salary, on approval of the Board for such reasons as family illness and full-time campaigns and/or election for public office. Length of such leave will be commensurate with the reasons for absence. The status of employees on extended leave in regard to placement on the salary schedule and other factors related to the length of service is not to be reduced. Credit for salary increments for the period of absence is granted in cases of leave for public service. Employees on extended leave are entitled to return to their former position, if available, or to a substantially equivalent position.

L. **Leave without Pay**: Absence for any reason not listed as salaried in this policy will result in loss of salary for the day's absence.

M. **Family and Medical Leave:** The provisions of the Family and Medical Leave Act shall be recognized, which leave shall be deemed to have started when an employee is off work for a reason which qualifies under the FMLA, and employees available sick leave credits shall begin being used when applicable.

Article 12–Retirement Service Bonus

Employees who plan to retire from the district and who made the following criteria, will receive a 10% increase per year in their salary for their last two years of employment, provided:

- They have 20 years of continuous employment with the District; and,
- The employee will submit a letter of resignation by April 1 of the year in which the last two years of employment is to begin.

Article 13–Safety Committee

Meetings to discuss problems related to safety may be held for employees at a time designated by the Employer. If a safety meeting is mandatory, the employee should be paid for the time spent.

Article 14–Bus Trips

A. Wages

a. Driving: The wage for field and activity bus trips will be at the employees regular hourly rate of pay. a minimum of 2 hours shall apply noting these hours shall be hours worked.

b. Layover: Drivers will receive 100% of their regular rate of pay for the first 8 hours of layover time while on activity trips. The maximum layover in any 24-hour period is 8 hours at the 100% rate. Layover is that time between arrival at the destination and departure for the return trip.

B. Assignment

a. Regular Trips: Bus field trips and activity trips taken during the regular school day will be assigned by rotation of seniority to any certified driver of the District who is a member of the Union. If a trip has been made available to all Union bus drivers and no one chooses to take it, the offer can then be made to a substitute driver.

b. Activity Trips: Assignment of activity bus trips will be made on a rotating basis from a seniority list of Union members certified as bus drivers by the District. The seniority list will be prepared by the Employer not later than June 1 of each calendar year. Drivers will be assigned activity trips on a rotation basis. If a driver

missed a trip assigned by the rotation, the District will not be required to pay overtime to a substitute driver.

C. **Gas Purchase:** The Employer will arrange some method of obtaining gasoline on trips where needed. Drivers will not be expected or required to purchase fuel with personal funds.
D. **Jurisdiction:** The Union has jurisdiction only over bus trips scheduled by the District. Jurisdiction does not apply to buses loaned to other non-profit agencies or organizations. In the case of buses, which are rented to Powell County High school, the high school will be responsible for the selection of drivers, which may or may not be bargaining unit members. The Union will not have jurisdiction over any high school activity trips.
E. **Reimbursement:** Drivers will be reimbursed for meal and room expenses while on activity bus trips. Reimbursement will be made 4 days after the next board meeting.

Article 15–Grievance Procedure

A. **Definition:** A "grievance", in writing, is defined as any dispute involving the interpretation, application or alleged violation of a specific provision of this agreement.
B. **Procedure:** Grievances of disputes, which may arise, shall be settled in the following manner:
    a. **Step 1**: Within five working days after its occurrence and only after securing permission of the Union, the aggrieved employee shall file a written grievance and discuss his/her complaint with the supervisor and the Superintendent. Within 10 additional working days the supervisor or Superintendent will reply to the complaint. The employee may have his/her Union representative present.
    b. **Step 2:** If the grievance is not settled satisfactorily at Step 1 the grievance shall, within 10 additional working days be submitted in writing, through the Union, to the Board with a copy to the Superintendent. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the agreement allegedly violated, and the relief requested. The Board shall, within 10 additional working days after receipt of said letter respond to the complaint in writing.
    c. **Step 3:** If the matter is not resolved by Step 2, the Union may request a conciliation meeting within 10 days of receiving the Board's response in Step 2. The Board will schedule a conciliation meeting as a final attempt to settle the dispute prior to proceeding with Step 4, within 10 days of receiving the Union request.
    d. **Step 4:** Any dispute which has not been resolved by the above grievance procedure shall be handled as follows: the grievance shall be submitted within 10 working days after the conciliation meeting, to a grievance committee of four persons. Two committee members shall be selected by the Teamsters Union, and two shall be selected by the Board.
    e. **Step 5:** If a satisfactory solution to the grievance cannot be arrived at by the grievance committee, the grievance shall be submitted to the Montana Board of

Personnel Appeals for a list of seven names of potential arbitrators. The parties shall alternately strike names until one is left, who shall be the arbitrator. The Union has 10 days to inform the District that the grievance will be submitted to arbitration. Cost incurred for the arbitration shall be borne equally by both parties. Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no power of authority to add to, subtract from, or modify any of the terms or provisions of this agreement.

C. **Time Limits:** If a grievance is not presented within the time limit set forth above, it shall be considered waived. time limits in each step may be extended by Mutual written agreement of the Employer and the Union.
D. **Election of Remedy:** After a grievance has been submitted to arbitration, the employee and the Union waive any right to pursue against the District an action or complaint that seeks the same remedy. If the grievant or the Union files a complaint or other action against the District, arbitration seeking the same remedy may not be filed or pursued.

Article 16–Management Rights

The Union recognizes that the District is not required and is not permitted to negotiate on matters of inherent managerial prerogatives, which include but are not limited to the following: Directing employees; hiring, promoting, transferring, assigning and retaining employees; relieving employees from duties because of lack of work or funds or under conditions where the continuation of such work would be inefficient and nonproductive; maintaining the efficiency of government operation; determining the methods, means, job classifications, and personnel by which the district operations are to be conducted; taking whatever actions may be necessary to carry out the missions of the District and situations of emergency; and establishing the methods of processes by which work is performed. The Union further agrees that all management rights, functions and prerogatives not expressly delegated in the agreement are reserved to the District.

Article 17–No Strike-No Lockout

A. **No Strike:** During the terms of this agreement, neither the Union nor any employee shall engage in a strike, defined as any concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of the employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, obligations, or employment.
B. **No Lockout:** During the term of this agreement, neither the Board nor the administration shall engage in a lockout, defined as any action taken to prevent

employees from reporting for normal work assignments for the purpose of influencing the collective bargaining process.

Article 18–Entire Agreement

It is mutually agreed and understood that this contract sets forth the entire agreement between the parties and 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 up on any provision of the agreement, nor upon any subject of collective bargaining, unless by mutual consent of the parties hereto.

Article 19–Severablility and Term

A. **Severability**: If any section, subdivision, paragraph, sentence, clause, phrase or other part of this agreement is determined or declared to be contrary to, or in violation of any state or federal law, the remainder of the agreement shall not be affected or invalidated.
B. **Term:** This Agreement shall become effective on July 1, 2026 and shall be considered in full force and effect until and including June 30, 2027, or until such time as a new agreement has been consummated. If either party desires to open the Agreement for changes or adjustments, written notice and proposed changes in writing shall be given to the other party at least 90 days before the expiration date of this Agreement. If such notice is not given, then the Agreement shall be considered and shall stand as renewed for the ensuing year, and from year to year thereafter until such notice is given.

Signatures

Teamsters' Union Local #2
Business Agent
Date: 6/10/26

Deer Lodge School District #1
Chair, Board of Trustees
Date: 8-25-2026

Attest
Board Clerk
Date: 8/25/2026

Attachment A–Classifications and Wage Scale

A. **Wage Schedule:** The following classifications and wage schedules shall be in effect for the year so designated.

Position	2026 Base Pay
Maintenance and Custodial I	$21.42
Maintenance and Custodial I	$21.59
Bus Driver	$22.42
Bus Mechanic	$21.65

B. **Salary Matrix Steps:** Starting July 1st, 2025, the salary matrix will have an increase on each step of 2% of the base. Any longevity increase is added in the matrix on top of the 2%.

C. **PSE Classification:** Employees holding the Public Service Employees positions will be paid in the amount provided under the PSE contract, which governs that position. If Federal regulations are implemented which allow the District to subsidize the contracted PSE salary, the District will pay up to the amount of allowable subsidy or the maintenance and custodial helper salary, whichever is the least amount. The District agrees not to replace permanent employees with PSE employees, on a permanent basis.

D. **Movement of Schedule:** Change on the schedule due to experience is allowed only on July 1 of each year. A minimum of 130 days of work experience is required, from the previous year, for advancement on the schedule for regular, full-time employees. A minimum of 90 work days of experience is required, from the previous year, for advancement on the schedule for bus drivers.

E. **Asbestos, Lead Paint and Pool Certifications:** This certification pay is for employees that are designated by the Superintendent and approved by the Board to oversee these areas and complete all reporting and hold the proper certifications and training. The compensation rate for these added duties will be an additional fifty ($0.50) cents per hour.

F. **Boiler License Fee:** Any increases will be paid by the District for each maintenance and custodian employee. They shall receive an additional fifty ($0.50) cents per hour.

G. **Shift Differential:** Any maintenance or custodian Teamster who works a shift between 7:00 p.m. and 6:00 a.m. shall receive a twenty-five ($0.25) cent hourly differential.

H. Clothing Allowance: Custodians shall be eligible for a clothing allowance of up to $300 per year. The allowance may be used for the purchase of work boots, work clothing, or other job related apparel necessary for the performance of their duties. Bus drivers will be allowed a $100 allowance for the same purpose.

I. **Substitute Bus Drivers:** Starting on July 1st, 2025, substitute bus drivers will be placed on the wage schedule at the starting base pay for bus drivers on step zero. If a substitute bus driver accepts a full-time position, then all longevity after July 1st, 2025, will be kept up to a maximum of 10 years.

J. Experience: Starting on July 1st, 2026, all new Teamsters will be allowed to bring up to 12 years' of previous experience.

TEAMSTERS SALARY SCHEDULE 2026-2027							
Maintenance Custodian I		Bus Driver		Maintenance Custodian II		Bus Mechanic	
BASE	$21.42	BASE	$22.42	BASE	$21.59	BASE	$21.65
1% on base	$0.21	1% on base	$0.22	1% on base	$0.22	1% on base	$0.22
2% each step	$0.43	2% each step	$0.45	2% each step	$0.43	2% each step	$0.43
Yrs of Exp	Wage	Yrs of Exp	Wage	Yrs of Exp	Wage	Yrs of Exp	Wage
0	$ 21.63	0	$22.64	0	$21.81	0	$21.87
1	$ 22.28	1	$23.32	1	$22.45	1	$22.52
2	$ 22.92	2	$ 23.99	2	$ 23.10	2	$ 23.17
3	$ 23.56	3	$ 24.66	3	$ 23.75	3	$ 23.82
4	$ 24.20	4	$ 25.33	4	$ 24.40	4	$ 24.46
5	$ 25.22	5	$ 26.39	5	$ 25.42	5	$ 25.49
6	$ 25.86	6	$ 27.07	6	$ 26.06	6	$ 26.14
7	$ 26.50	7	$ 27.74	7	$ 26.71	7	$ 26.79
8	$ 27.14	8	$ 28.41	8	$ 27.36	8	$ 27.44
9	$ 27.79	9	$ 29.08	9	$ 28.01	9	$ 28.09
10	$ 29.42	10	$ 30.79	10	$ 29.65	10	$ 29.73
11	$ 30.06	11	$ 31.46	11	$ 30.30	11	$ 30.38
12	$ 30.70	12	$ 32.14	12	$ 30.95	12	$ 31.03
13	$ 31.35	13	$ 32.81	13	$ 31.59	13	$ 31.68
14	$ 31.99	14	$ 33.48	14	$ 32.24	14	$ 32.33
15	$ 34.41	15	$ 36.02	15	$ 34.69	15	$ 34.78
16	$ 35.06	16	$ 36.69	16	$ 35.33	16	$ 35.43
17	$ 35.70	17	$ 37.36	17	$ 35.98	17	$ 36.08
18	$ 36.34	18	$ 38.04	18	$ 36.63	18	$ 36.73
19	$ 36.98	19	$ 38.71	19	$ 37.28	19	$ 37.38
20	$ 40.43	20	$ 42.32	20	$ 40.75	20	$ 40.87
21	$ 41.07	21	$ 42.99	21	$ 41.40	21	$ 41.52
22	$ 41.72	22	$ 43.66	22	$ 42.05	22	$ 42.17
23	$ 42.36	23	$ 44.34	23	$ 42.70	23	$ 42.81
24	$ 43.00	24	$ 45.01	24	$ 43.34	24	$ 43.46
25	$ 47.77	25	$ 50.00	25	$ 48.15	25	$ 48.28