

COLLECTIVE BARGAINING AGREEMENT

Between

The BOARD OF TRUSTEES ANACONDA-DEER LODGE COUNTY
SCHOOL DISTRICT No. 10

And

CUSTODIAL AIDES LOCAL 2774B

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

July 1, 2020 - June 30, 2022

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Custodial Aides Master Contract

THIS CONTRACT is made and entered into this ____ day of January 2021 by and between the Board of Trustees, Anaconda-Deer Lodge County School District No. 10, Anaconda, Montana, hereinafter called the "BOARD" and the Custodial Aides of Anaconda School District No. 10 Local 2774B of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the 'UNION'. In consideration of the terms herein set forth, the Board and the Union agree and shall be bound as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Union as the sole and exclusive representative for Custodial Aide Personnel employed by the Board.

ARTICLE II - MEMBERSHIP

- A. The Board recognizes the right of Custodial Aides to affiliate with and support Local 2774B.
- B. Custodial Aides covered by this Agreement may become and remain members of the Union or refrain from doing so at their choosing. No Custodial Aide in the bargaining unit shall be required to become a member of the Union as a condition of employment. Membership in the Union shall be separate, apart and distinct from assumption by each employee of his/her equal obligation to supply the financing of the cost of collective bargaining from which the employee receives benefits equal to those received by Union workers.
- C. In conjunction with the above, any present or future Custodial Aide who is not a member and who does not make application for membership shall, as a condition of employment, pay to the Union a service charge as a contribution towards the administration of this Agreement in an amount equal to the Union initiation fee and monthly dues from his/her wages in the same manner as check off of union dues.

ARTICLE III - PAYROLL DEDUCTION

- A. Upon voluntary written authorization of any Custodial Aide within this bargaining unit, the Board shall deduct from the pay of the Custodial Aide the monthly amount of dues as certified by the treasurer of the exclusive representative and shall deliver the dues along with an itemized statement, to the treasurer by the tenth (10th) of the succeeding month.
- B. Authorization form is found in Addendum "A" of this Agreement.
- C. Should there ever be a change in dues or dues structure, the Board will require

new authorization forms from each Custodial Aide.

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

ARTICLE IV - MANAGEMENT RIGHTS

1. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Montana, and the United States, including but without limiting the generality of the foregoing, the right:
 - a) To the executive management and administrative control of school system and its properties and facilities, and the activities of its employees;
 - b) To hire all employees and subject them to the provisions of law, and to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 - c) To decide upon the means and methods of work, and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative activities, and the terms and conditions of employment.
2. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Montana and the Constitution and Laws of the United States.

ARTICLE V – LEAVES

A. LEAVE WITHOUT PAY

All Custodial Aide employees are entitled to take a leave of absence without pay, not to exceed one (1) year, for good and sufficient reasons with prior approval of the Board.

Requests for leave of absence without pay shall be submitted in writing by the Custodial Aide to the Board on the District leave of absence form.

B. JURY OR WITNESS DUTY LEAVE

An employee who is under proper summons as a juror, or subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees or witness fees shall be applied against the amount due the employee from the employer. However, if an employee elects to charge his/her juror time off or witness time off against his/her annual leave, he/she shall not be required to remit his/her juror fees or witness fees to his/her employer. In no instance is an employee required to remit to his/her employer any expenses or mileage allowance paid his/her by the court. The employer may prefer that the employee retain the jury/witness pay and that the employee's wage payment be reduced accordingly.

C. ANNUAL VACATION LEAVE

1. Each full-time Custodial Aide is entitled to and shall earn annual vacation leave according to the following schedule:
 - a. From one (1) month through ten (10) years of employment at the rate of one and one-fourth (1 1/4) days for each month of service.
 - b. After ten (10) years through fifteen (15) years of employment at the rate of one and one-half (1 1/2) days for each month of service.
 - c. After fifteen (15) years through twenty (20) years of employment at the rate of one and three-fourths (1 3/4) day for each month of service.
 - d. After twenty (20) years of employment at the rate of two (2) days for each month of service.
2. Custodial Aides are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.
3. Upon working the qualifying period permanent part-time Custodial Aides are entitled to pro-rated annual vacation benefits.
4. Annual vacation leave may be accumulated up to a total not to exceed two (2) times the earned annual rate as of the last day of any calendar year.
5. Unused earned vacation time shall be paid to the Custodial Aide at his/her regular rate of pay at the time of termination from service.
6. In the event of the death of a Custodial Aide, unused vacation leave shall be paid to the Custodial Aide's heir at his/her regular rate of pay providing the form designated by the School District business office has been signed and is the employee's file.
7. Vacation shall not accrue when an employee is in an unpaid status.
8. Vacation shall be scheduled between the employee and the Employer at

mutually agreeable times.

D. SICK LEAVE

(All sick leave shall be in compliance with 2-18-618)

1. Each full-time employee of the State, or any county or city thereof, is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, two thousand and eighty (2080) hours (52 weeks X 40 hours) shall equal one (1) year. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days he/she may accumulate. Permanent part-time employees are entitled to prorated leave benefits if they have a regularly scheduled work assignment, and normally work at least twenty (20) hours each week of the pay period, and have worked the qualifying period.

2. Upon separation from service, the employee is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to his/her accumulated sick leave.

The computation of the value of the unused sick leave is based on the employee's salary rate at the time of his/her termination.

3. Sick leave shall not accrue when an employee is in an unpaid status.
4. An employee of the School District who receives a lump sum payment pursuant to the above and who is again employed by the School District shall not be credited with any sick leave for which he/she has been previously compensated.
5. Abuse of sick leave is cause for dismissal and forfeiture of the lump sum payments provided for in the above.
6. Any employee returning after an illness which exceeds three days, may be required to present a statement from his/her physician designated by the superintendent of schools. If such an examination is requested, it shall be at the expense of the School District.
7. Each employee shall receive leave for serious illness in the employee's immediate family. Leave cannot be used to provide day care not related to an illness.
8. Employees shall be allowed to use sick leave because of a death in the employee's immediate family. Such leave shall be charged against accumulated sick leave. Up to five days of sick leave will be allowed when an employee attends to the death or funeral of an immediate family member which requires that the employee travel more than 500 miles from Anaconda. An employee will be allowed to use three days of sick leave when the employee travels less than

500 miles to attend the death or funeral of an immediate family member.

9. An employee's immediate family includes: spouse, parents, grandparents, grandchildren, brothers, sisters, children, step parents and children, guardians of the employee and all the same relations of the employee's spouse in the like degree.
10. An employee may, at his/her discretion, donate days of his/her credit sick leave to an employee within the bargaining unit who is in need of more sick leave by virtue of having exhausted all of his/her credited sick leave, and who is off duty on approved sick leave. Should additional sick leave be needed, the union shall have the right to approach the Board to request a variance for this section.

E. MATERNITY LEAVE

1. Unlawful acts of employers. It shall be unlawful for an employer or his agent to:
 - a. Terminate a woman's employment because of pregnancy;
 - b. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
 - c. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties;
 - d. Require that an employee take a mandatory maternity leave for an unreasonable length of time.
2. Reinstatement to job following pregnancy-related leave of absence. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits, unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

ARTICLE VI- HOLIDAYS

- A. Holidays worked shall be paid at the rate of time and a half (1 1/2)
- B. The following holidays shall be given with pay:
 - 1. Thanksgiving Day - Fourth Thursday in November
 - 2. Friday after Thanksgiving
 - 3. Christmas Eve
 - 4. Christmas Day - December 25th
 - 5. New Year's Day - January 1st
 - 6. Memorial Day - Last Monday in May
 - 7. Labor Day - First Monday in September
 - 8. Good Friday - In lieu of Lincoln's Birthday
 - 9. 4th of July
- C. Employees will be allowed three (3) personal leave days. Personal leave requests will be submitted to and shall be subject to the building administrator's approval.

ARTICLE VII - HEALTH, SAFETY AND WELFARE

A. HEALTH

- 1. The District shall make insurance contributions to the District's group health insurance plan carrier/administrator towards the insurance premiums for each participating permanent Custodial Aide as follows:
 - a. July 2020 - 2021 - \$861 per employee per month;
 - b. July 2021 - 2022 - \$886 per employee per month;
- 2. The District shall make insurance contributions for permanent Custodial Aides on a prorated basis according to the number of hours worked per week as follows:
 - a. 20 or fewer hours per week - no contribution required;
 - b. 21 - 34 hours per week - 75% of the required contribution;
 - c. 35 or more hours per week - 100% of the required contribution.

Such contribution will be due beginning on the first day of the month following that Custodial Aide's first day of work as a permanent Custodial Aide. Additional premiums shall be paid by payroll deduction. Such contributions shall cease upon an employee's termination.

At the request of either party, but no more than once each year, the Union and the Administration shall each appoint two members to a committee which, along

with representatives of other employee groups covered by the same group health insurance plan, shall consider insurance options and make recommendations to the Board of Trustees regarding insurance carriers/administrators and policies.

The District's only obligation is to pay the required contribution to the carrier/administrator finally selected by the Board. No warranties are expressed or implied as to the coverage, benefits or performance of any insurance carrier/administrator.

3. The Board will pay up to nine (\$9.00) per month towards the monthly maintenance fee of the 125 Plan which will be available to members of this bargaining unit. The Board is not responsible for the benefits, coverage or performance of the 125 plan or its administrators.

B. SAFETY

1. The Board shall by law carry Industrial Accident Insurance on all Custodial Aides. Custodial Aides must within twenty-four (24) hours report in writing all personal injuries received in the course of their employment to the Superintendent of Schools or his/her representative.
2. The Board will ensure that First Aid Supplies are available in each school.
3. Custodial Aides shall report all safety hazards to the Maintenance Supervisor and/or their building principals so that the hazards can be investigated.

C. WELFARE

1. The Board agrees to take the necessary steps to ensure that all Custodial Aides covered by this Master Contract are covered by unemployment insurance as required by law.
2. The Board of Trustees shall contribute the sum of \$10.00 (ten and no/100 dollars) per month, per employee to the group life insurance program for the twelve (12) month period.

ARTICLE VIII -- GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the School District as to the interpretation or application of terms and conditions of Agreement.

DEFINITIONS:

1. Extension - Time limits in this Agreement may be extended by mutual agreement.
2. Days - Reference to days regarding time periods in the procedure shall refer to working days. A working day is defined as all week days not including Saturdays, Sundays or holidays provided for in this Agreement.
3. Computation of Time - In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday or a holiday as provided for in this Agreement, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a contractual holiday.
4. Time Limitation and Waiver - Grievance shall not be valid unless the grievance is submitted in writing to the School District's designee, setting forth the facts and particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another by the Union within the time period hereafter provided shall constitute a waiver of the grievance. Failure to follow time limits hereafter provided by the employer shall permit the grievance to proceed to the next step of the procedural steps. An effort shall first be made to adjust an alleged grievance informally between the employee and the employee's immediate supervisor.

STEP I The Custodial Aide shall in writing take the matter to his/her steward within ten (10) working days of the aggrieved. With or without the Custodial Aide present the steward shall, within ten (10) working days from receipt take the grievance up with the aggrieved Custodial Aide's immediate supervisor. The supervisor must give his answer in writing within ten (10) working days.

STEP II If the Union is not satisfied with the answer, the grievance will be submitted in writing to the Superintendent who must have his/her answer in writing within ten (10) working days.

STEP III If the Union is not satisfied with the answer of the Superintendent the Union shall, within ten (10) working days, submit the grievance in writing to the Custodial Aide committee of the Board. The Union, aggrieved Custodial Aide,

Custodial Aide committee of the Board, Superintendent and building supervisor will meet at the next regular meeting of the Board to attempt to resolve the grievance. The Board shall submit its decision in writing to the Union within ten (10) days following the date of the Board meeting.

STEP IV Should the Union consider the reply of the Board to be unsatisfactory, the Union shall, within five (5) working days of the receipt, notify in writing the Superintendent and the Chair of the Board of its intention to refer the grievance to arbitration. Within ten (10) working days of receipt of such notice by the Chair, the Chair and the Union shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five (5) persons who have indicated a desire to provide services as arbitrators. The Union and the Chair shall, within three (3) working days of receipt of such lists, meet and by alternately striking names from the list selecting the arbitrator by requesting the services of the last name remaining on the list.

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

The Arbitrator shall be requested to render a decision within thirty (30) calendar days. Such decision shall be final and binding upon both parties. The Arbitrator shall have no authority to alter in any way the terms of this contract. The Arbitrator shall notify both parties of his/her decision in writing.

Expenses for the Arbitrator's service shall be borne equally by the Employer and the Union.

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

ARTICLE IX - CONDITIONS OF EMPLOYMENT

A. Seniority

1. The term seniority used throughout the CBA shall be calculated using the cumulative number of hours the employee worked from the date the employee began regular uninterrupted service with the District in the bargaining unit.
2. Seniority in the case of reduction of staff. Employees whose seniority dates are the same shall have their respective seniority rank determined by the order in which the employees names appear in the original Board's minutes at the time of hiring as a Custodial Aide.
 - a. Each 1st day of August the School District shall prepare such roster shall at least include the numerical rank assigned, the name of the employee and the date hired; and
 - b. Employees may protest their seniority designation if they have cause to believe an error has been made, but such appeal must be made within 30 days of the date the Union received such roster.
3. Layoffs caused by reduction in force shall be in order of reverse seniority within the rank employed. That is, the employee last hired shall be first released. Employees who are scheduled to be released will be given at least ten (10) working days notice. All recalls to employment shall likewise be in order of seniority within the ranking of the employee. That is, the last employee released as a result of a reduction in force shall be the first rehired when the School District needs additional employees. The School District shall notify such employee to return to work; and if the employee fails to notify the employer within ten (10) working days of an intention to return to work, such employee shall be considered as having forfeited re-employment rights.
4. The employer shall recognize seniority and minimum qualifications in awarding promotions, transfers or when filling newly created or vacated positions of the bargaining unit. When there are more than one employee that meets the above mentioned requirements in filling any position, then seniority shall prevail. It is the intention of the parties to this Agreement that the employer shall grant preference to persons already employed by the School District when filling vacant positions.
5. Seniority shall be forfeited by discharge for cause or voluntary termination.
6. In the event the District determines to fill a vacancy created because a permanent full-time employee has been unable to work for more than thirty (30) consecutive working days and is likely to be unable to report for work within the next sixty (60) days due to injury or illness it shall do so by posting that vacancy

for bid by part-time employees. If the permanent full-time employee is able to return to work he/she shall be assigned to a full- time position and the part-time employee filling the vacancy will be returned to a part-time position.

B. Temporary Shift Fill-in.

Definition: A temporary shift is any shift that is vacant as a result of an employee being sick, taking vacation, or taking any other type of leave less than 90 days in duration.

Process: In the event of a temporary shift vacancy part time employees in the order of seniority shall be given the opportunity to take the shift. The part time employee may not take the additional shift place if it places said employee into overtime status.

In the event of no part time employees, or if the shift places the part time employee into overtime status the district shall attempt to fill the temporary using the sub list.

In the event of no part time employees, or if the shift places the part time employee into overtime status, and if no substitutes are available, the shift shall be offered to regular employees following the seniority order.

C. Shifts.

Any vacancies or new positions in the bargaining unit shall be filled by assigning additional hours to current bargaining unit members until such time as all current bargaining unit members are assigned to eight hour shifts. Whenever such vacancies or new positions become available the District and the Union will meet to discuss options and alternatives for allocating the hours of the new or vacant position among current bargaining unit members. If the District and the Union are unable to agree to the allocation, additional hours will be offered to current bargaining unit members on the basis of seniority with the least senior bargaining unit member assigned less than eight hours being obligated to work the additional hours if more senior employees decline the additional hours. It is understood that the assignment or allocation of additional hours to bargaining unit employees may result in the restructure or reassignment of various employees cleaning responsibilities.

D. Extra Work

Custodial Aides shall not be required to suspend work during regular established hours in order to absorb extra work except in cases of emergency to be determined by the supervisor.

E. Time off

Custodial Aides shall be allowed to use time off with pay to attend doctor's appointments or other emergency business provided said Custodial Aide make up such time as was used at the discretion of the principal.

F. Breaks

All Custodial Aides shall be granted one (1) fifteen (15) minute break during each work shift.

G. Work week

The work week shall consist of five (5) consecutive days of employment with two (2) consecutive days off in each seven (7) day period. So far as practical, the days of rest will be Saturday and Sunday.

Upon mutual agreement between the employee and Maintenance Supervisor the work week as described above may be modified. Any modified schedule(s) shall be for a specified/limited period of time

During the Summer months (defined as the first full week after the teachers are released until two weeks before the return of students) Employees with the mutual agreement of their supervisor shall have the option of working 4 - 10 hours shifts.

H. Past Practice

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

In accordance with the above, any allegations of past practice shall be submitted in writing to the Board and the Union for determination of validity and if not resolved by mutual agreement, such allegations may be pursued through the Grievance Procedure.

I. Wages

1. Wages for the contract years:

Effective Date	Non- Probationary*
July 1, 2020	\$16.42 (2% increase)
July 1, 2021	\$16.75 (2% increase)

* Employees currently on probation shall receive 90% of the non-probationary wage.

2. Regular pay and holiday pay shall be by time sheet.
3. Longevity

5 Years or more with the District* - \$125
10 Years or more with the District* - \$200
15 Years or more with the District* - \$300

Longevity shall be paid in a lump sum in the pay period immediately preceding Christmas.

*Creditable time with the district shall be calculated using actual hours worked with a work year being defined as 2080 hours. For example if an employee for eight years work at four hours per day for 180 days as a custodial aide, they shall be credited with $((4 \text{ hours} \times 180 \text{ days}) \times 8 \text{ years}) 5,760 \text{ hours}$ divided by 2080 = 2.77 years of creditable service towards longevity.

4. Boiler Stipend. When assigned to work on a boiler or designated as the person responsible for the boiler by the Maintenance Supervisor, a properly licensed employee shall receive \$3.00 per hour added to the employee's normal hourly rate, **for a minimum of two (2) hours or**, for all hours worked (whichever is greater) performing boiler duties.
5. Travelling Assignments. Those employees required to work in two or more schools during their regular shift shall keep a mileage log and be reimbursed at the Federal rate for use of their personal vehicle to travel between sites.
6. Call Out Pay. Any employee requested to work that is not part of their regularly scheduled shift will be paid at time and one half the normal rate of pay for hours actually worked or for a minimum of two (2) hours whichever is the greater. Employees shall be called out in the following order:
 - 1) Those who hold Boilers License's from the most senior first to the least senior.
 - 2) Those who do not have a boilers license from the most senior to the least senior.

J. Overtime

No overtime or additional hours shall be worked without prior written approval and direction of the Maintenance Supervisor or his/her designee.

K. Probationary Period

The School District shall have sixty (60) work days in which to evaluate new employees to determine the individual's competency. Upon written notification the district may extend the probationary period an additional sixty (60) work days. During the probationary period, the Superintendent or his/her designee will inform the employee about strengths, weaknesses, methods of improvement, and shall include a signed acknowledgement by the employee of such evaluation. At any time during the probationary period an employee may be separated without cause. Any employee who successfully completes the probationary period may only be terminated for cause.

L. Employment Status

A full time employee is any employee who normally works forty (40) hours per week.

A part-time employee is an employee who works less than forty (40) hours per week.

A temporary employee is an employee hired to fill a position created for a definite period of time, not to exceed six (6) months and not renewable.

ARTICLE X - SAVINGS CLAUSE

This Agreement is subject to all respects to the laws of the State of Montana and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment no decree or appeal had been taken within the time required for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect. Upon issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XI - TERM AND REOPENING NEGOTIATIONS

All provisions of this Agreement shall be effective July 1, 2020 except as otherwise provided herein. The Agreement will remain in full force and effect until June 30, 2022. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that they desire to modify this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the year and day first below written.

Signed this 29th day of January 2021.

For the District:

CHAIR
BOARD OF TRUSTEES

KEVIN PATRICK *Gayle Holm*
BUSINESS MANAGER/CLERK

For the Union:

Debra Saltenberger

UNION STEWARD

APPENDIX "A"

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

AUTHORIZATION FOR PAYROLL DEDUCTION

(PLEASE PRINT)

Last Name First Name Middle Name TO: School District No. 10, Anaconda Public Schools

Effective____, I hereby request and authorize you to deduct from my earning each month an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. _____ Council No. _____. The amount shall be certified by Local Union No. _____, Council No. _____ and any changes in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____to _____ of any year.

Employee Signature _____

Street Address _____

City and State _____ Zip Code _____

Memorandum of Understanding

This Memorandum of Understanding (MOU) between the Board of Trustees, Anaconda Public Schools, hereinafter called the "Board" or "District" and the Custodial Aides Local 2774B an affiliate of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union", jointly referred to as "The Parties".

Background

During bargaining for the 2020-2022 contract term proposals regarding how to handle snow days were presented and discussed by the parties. While the parties agree striving for fairness is important, we were unable to reach a satisfactory conclusion that is acceptable to all the sides.

The parties hereby agree to the following:

1. The parties do not want to hold up a contract over this issue (it is an issue that occurs sporadically).
2. The parties want to lock in all other terms and conditions of employment.
3. The parties can continue to discuss this issue in an effort to find mutually agreeable language. In the event suitable language is found and accepted by the District and Union it will automatically be incorporated into the agreement.

Signed this 29th day of January 2021.

For the Union

A handwritten signature in black ink that reads "Debra Saltenberger". The signature is written in a cursive, flowing style.

For the District