

2025 – 2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
BOARD OF PUBLIC EDUCATION
MONTANA SCHOOL FOR THE DEAF &
BLIND**

and the

**UNITED FOOD & COMMERCIAL WORKERS
Local # 1889**

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and the
UNITED FOOD AND COMMERCIAL WORKERS LOCAL # 1889

ARTICLE 1.
RECOGNITION

Section 1. The Employer hereby recognizes the Union, United Food and Commercial Workers Local Union Number 1889 as the exclusive representative of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 4-2002 on November 2, 2001.

ARTICLE 2.
SCOPE OF AGREEMENT

Section 1. Agreement All Inclusive. This Agreement represents the full and complete Agreement between the parties. This Agreement shall not be modified during its term except by the mutual written consent of both parties. This Agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

Section 2. Savings Clause. If any provision of this Agreement, or any application thereof, is finally held contrary to law by a court of competent jurisdiction, then such provision or application shall be deemed invalid, but all other provisions/applications shall continue in full force and effect.

Section 3. Minimums. The terms hereof are intended to cover only minimums in wages, hours, working conditions, and other employee benefits. The 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.

Section 4. Funding. The Union recognizes that the Employer's ability to fund the economic benefits contained in this Agreement is depended upon such contingencies as legislative appropriations, and other revenues. Should there be a significant decrease in revenue which impairs the ability of the Employer to fund the economic and other benefits contained in this Agreement, the parties shall immediately reopen this Agreement to negotiate the provisions herein that are affected by economic impact.

Section 5. Effect of Laws, Rules, and Regulations. The parties recognize the right, obligation, and duty of the Board of Education/designees to promulgate rules, regulations, directives, and orders.

ARTICLE 3. DEFINITIONS

Section 1. Bargaining Unit. The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 4-2002 on November 2, 2001, is as follows:

The appropriate unit for purposes of collective bargaining shall be limited to certain public employees as defined in § 39-31-103, MCA, employed by the Employer as ASL Mentors and Cooks 2 & 3, Food Preparer 1, Custodian 1, and Residential Advisors 1 & 2 excluding short term workers and temporary employees as defined in § 2-18-101, MCA, all managerial, supervisory and confidential employees, all those exempted by § 39-31-103, MCA, and all other employees.

Section 2. Union. The Union is United Food and Commercial Workers Local # 1889 and its officers, agents, and representatives.

Section 3. Employer. The Employer is the State of Montana, Board of Public Education, Montana School for the Deaf and Blind and its agents or representatives, hereinafter the school.

Section 4. Employees. Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the bargaining unit as defined above.

ARTICLE 4. RIGHTS OF THE PARTIES

Section 1. Information. The Union and the Employer agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Board and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, § 39-31-101, et seq. MCA. The Employer shall furnish, no later than September 1st annually, all names, addresses, phone numbers, rate of pay, classification and date of hire for all employees. The Employer will also inform the Union when employees terminate employment and when new employees are hired.

Section 2. Rights of the Employer. All management rights, powers, authority, and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the Employer. It is expressly recognized that except as expressly provided in this Agreement, the Employer shall retain all rights and authority to operate and direct affairs of the school and its ancillary facilities 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 school and its ancillary facilities; to determine the methods, means, job classifications, organization and number of personnel by which such operations and services are to be conducted; to recruit, hire, retain, 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.

Section 3. Rights of the Union. The rights and privileges granted the Union in this Agreement shall not be granted to any other organization during the term of this Agreement so long as the Union maintains its status as exclusive representative.

Section 4. Payroll Inspection. After scheduling an appointment with the business manager, the Union shall have the right to examine time sheets or any other appropriate record of the Employer pertaining to the computation of compensation of any employee whose pay is in dispute. Such inspection shall be conducted in the presence of the business manager/designee during business hours and at/near the place where the Employer customarily maintains business records.

Section 5. Inspection by Business Agent. Upon receiving approval from the superintendent/designee the Employer agrees that the business agent of the Union shall be given access to the members of the bargaining unit at their public work sites for the purpose of ascertaining whether the terms of this Agreement are being observed. The representative of the Union shall not enter private quarters or otherwise compromise the privacy of students nor interfere with or interrupt any work in progress.

Section 6. Posting. The Employer agrees to provide sufficient space on a bulletin board for the posting of official Union notices, meetings, information, and contracts, provided those postings comply with state/federal laws/regulations and have been approved by the superintendent/designee.

Section 7. Vacancies. Vacancies will be emailed to the Union office and all current staff at MSDB.

Section 8. Probationary Period. All employees new to the bargaining unit shall be probationary until they have served at least a full school year or 12 months in the bargaining unit and as such, may be disciplined/discharged without recourse to the Grievance Procedure. After successful completion of probation, employees will not be disciplined without just cause.

ARTICLE 5. PAYROLL DEDUCTIONS

Section 1. Union Dues. Upon written authorization from a member of the bargaining unit, the Employer shall deduct from the pay of that employee the monthly dues and initiation fees as certified by the secretary of the Union and shall deliver the dues and initiation fees to the treasurer of the Union. It is understood that the Union has an annual window period during which employees may revoke their deduction authorization. In situations where net pay after taxes and other deductions is not enough to fund dues and initiation fees deductions, no deduction will be taken. In order

for a deduction to be made for a given month, the authorization forms must be received by the Employer's business manager no later than the fifth day of said month.

Section 2. Hold Harmless. The Union will indemnify, defend and hold the Employer harmless against any claims, demands, suits, or other forms of liability, including the cost of defense, that shall arise out of or as a result from any action taken by the Employer for the purpose of complying with this Article.

ARTICLE 6. HOURS/WORKING CONDITIONS

Section 1. Hours. Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the Employer without specific authorization from their supervisor. Employees shall be guaranteed a minimum of two hours of work or two hours of pay in lieu thereof when reporting to work.

Section 2. Safety Hazards. Employees shall report all actual or potential safety hazards to their supervisors.

Section 3. Overtime

Subsection 1. As used in this Article, "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations.

Subsection 2. Once each year, "non-exempt" ASL mentors, Cooks 2 & 3, Food Preparer 1, and Residential Advisors 1 & 2 shall designate on a form developed by the business office whether they wish:

1. To be paid overtime at one and one-half times their regular rate of pay for all authorized hours worked in excess of 40 in that employee's workweek; or
2. Earn compensatory time at a rate of one and one-half hours for each authorized hour worked in excess of 40 in that employee's workweek.
 - a. The Employer and the employee shall arrange for the use of compensatory time by mutual agreement and in accordance with school policy.
 - b. Compensatory time earned and when used will be recorded in no less than one-half hour increments.
 - c. Compensatory time may be accumulated to a maximum 240 hours which represents not more than 160 hours of actual overtime worked.

- d. Unused compensatory time at the end of a school year will be carried over to the next year.
- e. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.

Subsection 3. "Non-exempt" Custodian 1 will accrue non-exempt compensatory time in lieu of cash overtime compensation for all authorized hours worked in excess of 40 hours in that employees' workweek.

1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half hours for each hour of overtime worked.
2. "Non-exempt" compensatory time may not be accrued beyond 240 hours.
3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.
4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, or the average regular rate received by such employee during the last three years of employment, whichever is higher.

ARTICLE 7. LABOR-MANAGEMENT COMMITTEE

Section 1. Form and Function. A labor-management committee shall be formed which shall consist of no more than four bargaining unit representatives. Meetings shall be held at mutually acceptable times and places. This committee shall not take the place of the grievance procedure, but shall be used to discuss items, which are of a group rather than individual interest and cannot be easily solved or answered through established supervisory channels. The committee shall meet on an as needed basis with agenda items solicited and established at least two weeks in advance of the meeting. The Superintendent shall confer with the designated Union official to establish meeting dates.

Section 2. Limitations. Disposition of matters covered in the labor-management meetings shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 8. LEAVES/ABSENCES

Section 1. Sick Leave. Sick leave is available to eligible employees under qualifying conditions as established in § 2-18-618, MCA, and Montana Operations Manual Sick

Leave Policy (ARM 2.21.118). Full-time full-year employees earn sick leave credits at the rate of 12 days per year (0.046 hours for each hour worked). An employee must be employed for 90 calendar days to be eligible for sick leave benefits. Abuse of sick leave is cause for dismissal. When using sick leave, employees must notify management prior to the start of their shift.

Section 2. Civic Leave. Jury duty and witness leave is available to eligible employees under qualifying conditions as established in § 2-18-619, MCA, and Montana Operations Manual Jury Duty and Witness Leave Policy (ARM 2.21.501). Employees must inform the business office of the date and anticipated length of absence and provide a copy of the summons or subpoena as soon as possible after being summoned or subpoenaed.

Section 3. Holidays. A holiday is a scheduled day off with pay to observe the following:

New Year’s Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Indigenous Peoples’ Day and Columbus Day	2 nd Monday in October
Veterans’ Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25
One Floating Personal Holiday	

Each full-time and part-time employee is entitled to one floating personal holiday each calendar year. The floating holiday must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to an employee on termination of employment. Short-term workers or Student Interns may not receive a floating holiday.

Subsection 1. In order to be eligible for holiday pay an employee must work their last scheduled day prior to the holiday and the first scheduled day following the holiday.

Subsection 2. An employee designated to work on the day a holiday is observed shall be paid for all hours actually worked at the regular rate for every hour worked on the day the holiday is observed and shall be granted banked holiday paid time pursuant to MOM 3-0325 or § 2-18-603, MCA, to be taken at a later date to be arranged with the appropriate supervisor.

Subsection 3. Banked Holiday Exceptions to State Policy:

1. "Banked holiday" hours accumulation will be reviewed at or near the end of June each year.
2. Accumulated "banked holiday hours" exceeding 120 hours on June 30th will be deemed excess "banked holiday" hours.
3. The Employer will cash-out excess "banked holiday" hours beginning with the first full pay-period in July.
4. Employees will be paid or "cashed out" for accumulated "banked holiday" hours not previously "cashed upon termination."

Subsection 4. Personal Holiday Leave: The date when an employee's floating holiday leave is to be granted shall be determined by agreement between each employee and the Employer, with regard to the best interests of the Employer as well as the best interests of each employee. Where the interest of the Employer requires the employee's attendance, the Employer's interest overrides the employee's interest.

Section 4. Annual Leave. Annual/vacation leave is available to eligible employees under qualifying conditions as established in § 2-18-611, MCA, and Montana Operations Manual Annual Vacation Leave Policy (ARM 2.21.201 - 241). An employee must be employed for six months to be eligible for annual/vacation leave benefits. Employees accrue annual leave credits as follows:

<u>Number of Completed Years of Service</u>	<u>Accrued per Hour In Pay Status</u>
0 - 10 years	.058 x number of regular hours (maximum 120 hrs/15 days per year)
10 - 15 years	.064 x number of regular hours (maximum 144 hrs/18 days per year)
15 - 20 years	.081 x number of regular hours (maximum 168 hrs/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192/24 days per year)

Eligible employees may accumulate a maximum of two times the total number of annual leave credits they are eligible to earn per year. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the Employer, with regard to the best interests of the Employer as well as the best interests of each employee. Where the interest of the Employer requires the employee's attendance, the Employer's interest overrides the employee's interest.

ARTICLE 9. COMPENSATION

Section 1. Classification and Pay Plan. As provided in Title 2 Chapter 18 of the Montana Code Annotated, employees shall be compensated in accordance with the

Classification and Pay Plan Rules as promulgated and administered by the Department of Administration. Disputes or controversies arising from the operation and application of Classification and Pay Plan rules may be addressed only through the procedures established in Title 2 Chapter 18.

Section 2. Pay Schedules. The pay matrices attached as Addendum A shall be the total salary compensation minus longevity pay for Fiscal Years 2026, and 2027. It is understood that these matrices do not reflect the contribution for health insurance provided for in each Fiscal Year for eligible bargaining unit employees, as defined by State law.

Section 3. State of Montana Benefit Plan Contribution. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

Employee Monthly Contributions Before Wellness Incentive		
Contribution Type	2026 Plan Year Contribution	2027 Plan Year Contribution
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

Employee Monthly Contributions After Wellness Incentive		
Contribution Type	2026 Plan Year Contributions	2027 Plan Year Contributions
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

Subsection 1. School year employees may choose to have the employee share of the insurance premium for the summer months deducted from their paychecks over the pay periods between February (earlier if it can be arranged) and the end of the school term. School year employees choosing not to use payroll deductions to pay the employee share of summer months insurance premiums must submit payment prior to payroll dates.

Section 4. Pension. Eligible employees are required to participate in the applicable Montana Public Employee Retirement System as established in Chapter 2 Title 19 of the Montana Code Annotated.

ARTICLE 10. REDUCTION IN WORK FORCE

Section 1. Layoff. A reduction in force or a layoff, as used herein, shall mean any suspension from employment arising out of a reduction in the work force (other than normal break in the school calendar such as summer and holidays).

Section 2. Seniority. Seniority shall be defined as the total length of continuous state service after the successful completion of probation; seniority shall accrue from the last date of hire.

Subsection 1. Seniority shall not be broken by approved leaves of absence or layoff of less than 12 months.

Subsection 2. An employee shall lose seniority for any of the following reasons: termination for just cause, retirement, resignation, layoff in excess of 12 months, failure to report to work after notice of recall or failure to report to work at the completion of an approved leave of absence

Section 3. Release and Recall. In the event a reduction in force takes place, employees within each classification (ASL Mentor, Cooks 2 & 3, Food Preparer 1, Custodian 1, and Residential Advisors 1 & 2) will be retained, giving consideration to the importance of the following qualities possessed by the workforce: qualifications, skills, and length of continuous service with state.

Subsection 1. When recalling employees from layoffs (other than normal breaks in the school calendar), employees on layoff shall be recalled in reverse order of their layoff provided they are qualified and possess the skills and are capable to perform in the position available.

Subsection 2. Grievance rights for violation of recall shall exist for up to 21 months from the last day of actual work, but in no event shall a grievance be filed beyond the time limits prescribed for the first level of the Grievance Procedure if the aggrieved party becomes aware of the occurrence of the grievance or, with reasonable diligence, should have become aware of the occurrence of the grievance.

Subsection 3. The Employer shall give written notice of recall by certified letter, return receipt requested, to said employees last known address. The employee shall provide a written response to such notice of recall within five days. It is the responsibility of the employee to notify the Employer of any change of address.

ARTICLE 11. DISCIPLINE

Section 1. The Employer shall not discipline or discharge any employee without just cause. Formal disciplinary actions that are more than two years old shall not be used for progressive disciplinary purposes if there have been no additional disciplinary measures within that two-year period.

Section 2. Personnel Files. An employee official personnel file shall be established and maintained in the administration office. The file shall contain all personnel-related documents pertaining to the employee. Employees shall have the right to inspect their personnel files and to receive a copy of any of the contents therein. Authorized Federation representatives shall also have the right to inspect an employee's personnel file after receiving written permission from the employee to do so and only in cases involving an official dispute between the employee and the Employer.

Subsection 1. If the employee desires to submit a brief written statement in explanation or mitigation of any entry in their permanent personnel file, the statement shall be attached to the entry and included in the personnel file. An employee may enter awards of recognition or achievement into their permanent personnel file.

Subsection 2. An employee may request the Employer to remove letters of warning or reprimand which have remained in their personnel file for more than three years. Such requests shall be granted unless such items are pertinent to any disciplinary or legal action still pending or arising from more recent employee actions or behavior patterns.

ARTICLE 12. GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to address all complaints, disputes, controversies, or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

Section 2. Grievance Procedure.

Step 1

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 14 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 2

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate management official. The management official at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

Step 3

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

Step 4

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

Step 5

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

Section 3. Rules of Grievance Processing.

Subsection 1. Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

Subsection 2. Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

Subsection 3. Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.
7. The signature of each grievant or representative.

Subsection 4. Alternative procedures.

1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.
2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

Section 4. Rules of Arbitration.

Subsection 1. Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

Subsection 2. Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

Subsection 3. The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

Subsection 4. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party

requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.

Subsection 5. The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.


ARTICLE 13. DURATION

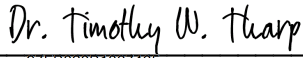
Section 1. No Strike Provision. During the term of this Agreement, it is understood that the Union will not encourage cause, permit, or authorize its members to strike, honor picket lines, sit down, slowdown, or engage in any work stoppage or limitation upon normal employee work activities. Furthermore, it is understood that no Union officer or agent shall authorize, encourage, or assist in any such strike or work slowdowns/stoppage in any school activity or facility, nor will it participate in, counsel, or induce any such action.


Section 2. Effective Dates. This Agreement shall remain in effect through June 30, 2027, and thereafter, it shall expire.

THIS AGREEMENT is signed and dated this 7/3/2025.

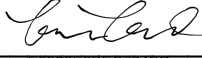
STATE OF MONTANA:

DocuSigned by:

2D6D36996070493...
Paul Furthmyre, Superintendent
Montana School for the Deaf & Blind

Signed by:

97EB828B1867465...
Dr. Tim Tharp, Chairperson
Board of Public Education

Signed by:

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Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

THE UNION:

Signed by:

E8360E6BEC724BD...
Terrie Trettenbach, Local President,
UFCW Local # 1889

ADDENDUM A. PAY SCHEDULE

Section 1. The parties developed a broadband pay plan for Montana Board of Public Education Montana State School for the Deaf and Blind employees for whom, United Food and Commercial Workers Local Union # 1889 is the exclusive representative and memorialized that accord as follows:

Section 2. Pay Ranges. This Pay Schedule is to be used for Initial placement of New Hires.

JOB CODE	DESCRIPTION	July 1, 2025 STARTING PAY RATE	July 1, 2026 STARTING PAY RATE
M21022	Cook 2	\$20.66	\$21.66
M21023	Cook 3	\$23.26	\$24.26
M21021	Food Preparer 1	\$17.84	\$18.84
O94011	Residential Advisor 1	\$19.61	\$20.61
O94012	Residential Advisor 2	\$22.91	\$23.91
N21011	Custodian I	\$18.75	\$19.75

ASL Mentor

JOB CODE	DESCRIPTION	July 1, 2025 STARTING PAY RATE	July 1, 2026 STARTING PAY RATE
094012	No Experience	\$22.91	\$23.91
	Certification	\$24.41	\$25.41
	Master's Degree	\$25.91	\$25.91

Section 3. Statutory Pay Raises. Employees covered by this Agreement shall receive all subsequent and applicable statutory/negotiated wage increases.

Subsection 1. Effective on the first day of the first complete pay period that includes July 01, 2025, the WAGES of each CURRENT employee must be increase by \$1.00 an hour or by 2.5%, whichever is greater.

Subsection 2. Effective on the first day of the first complete pay period that includes July 01, 2026, the WAGES of each CURRENT employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

Subsection 3. Further, in accordance with § 2-18-303(4)(a)(i), MCA, these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the Agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Subsection 4. After the statutory increase provided in this Section (Section 3) Subsection 1 is added to the base pay of the employee, all employees will be moved to the starting pay rate in Section 2 that corresponds to their job code. If the employee is currently at or over the starting pay, the employee will receive a one-time bonus of \$500 on the first full paycheck in September 2025. If the employee pay is moved to the starting pay rate and did not receive a total raise of \$500, that employee will receive a one-time bonus equaling the difference between the addition of new starting pay and \$500.

Section 4. Longevity. All of the calculations are base rates and not inclusive of statutory longevity.

Yearly Longevity Increment	Hourly Longevity	Minimum % of Pay Increase
5 years	10,400 hours	1.50%
10 years	20,800 hours	3.50%
15 years	31,200 hours	5.50%
20 years	41,600 hours	7.50%
25 years	52,000 hours	9.00%
30 years	62,400 hours	10.50%
35 years	72,800 hours	12.00%
40 years	83,200 hours	13.50%
45 years	93,600 hours	15.00%
50 years	104,000 hours	16.50%
55 years	114,400 hours	18.00%
60 years	124,800 hours	19.50%
65 years	135,200 hours	21.00%

Section 5. Hiring Rates. Employees new to state government will typically be hired at the minimum for the occupation. In determining a new employee's hiring rate above minimum, the Superintendent, or designee, shall consider criteria such as: the employee's job-related qualifications and competencies; existing salary relationships within the occupation, band and work unit; affordability; and the competitive labor market.

Section 6. Exceptions

Subsection 1. Training Assignments. The Superintendent or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job for a period of time not to exceed two years. At the completion of the training assignment, the employee's pay will be set no less than the minimum rate of pay for the occupation.

Training assignment is meant to provide an opportunity for an applicant who does not meet the minimum qualifications to make-up the experience they are short. The length of the training assignment is dependent upon the amount of education or experience the employee is deficient, not to exceed two years. This differs from a

training period which is meant to provide an otherwise fully qualified applicant the opportunity to learn specific duties of the job and has no pay implications.

Subsection 2. Residential Advisor 1 will receive an additional \$1.55 per hour following completion of the one year probationary period and completion of the childcare certification program.

Subsection 3. Lead Workers – For positions designated as lead workers, Residential Advisor 2 and Cook 3, the base rate may be increased \$2.55 per hour for as long as the lead worker duties are required to be performed.

Subsection 4. The base rate for Custodian 1 regularly assigned and expected to perform skilled electrical, plumbing and carpentry work without assistance may be increased \$2.55 per hour.

Section 7. Market Adjustments - No employee shall be barred from a regular market adjustment due to lack of a current performance appraisal.

Section 8. Future Broadband Pay Plan Options. The Broadband Pay Plan permits greater pay flexibility based on job content, competency, and market salary data, with less emphasis on position classification. In the future, the Montana Board of Public Education Montana State School for the Deaf and Blind may consider implementing the following pay options in accordance with the Montana Board of Public Education Montana State School for the Deaf and Blind Broadband Pay Plan Guidelines. It is understood future Pay Plan options will need to be negotiated.

Subsection 1. Market-based pay. Pay awarded to employees based on comparisons to how other employers compensate employees in similar jobs. Market-based comparisons consider not only base pay, but also other types of compensation and benefits having a definable dollar value. The School may consider future market-based pay adjustments as resources permit.

Subsection 2. Competency-based pay. Pay based on an assessment of an employee's job-related competence. The School may consider implementing competency-based pay when adequate competency models and competency assessment processes are developed.

Subsection 3. Results-based pay. Pay awarded to employees or employee teams based on accomplishments. Results-based pay may be awarded for specific outcomes or outputs. In the future, the School may consider results-based pay adjustments on a case-by-case basis.

Subsection 4. Strategic pay. Pay awarded to attract and retain key employees with competencies critical or vital to achievement of the School's mission or strategic goals. The School may consider strategic pay on a case-by-case basis. All strategic pay adjustments require prior approval of the Superintendent of Montana State School for the Deaf and Blind.

Subsection 5. Situational pay: Pay based on circumstances that occur that is not encountered in either the majority of jobs in state government or jobs used to make market comparisons. It is intended to address difficulties in recruitment and retention. It may be considered when atypical requirements exist in a position, for example, unusual hours, extreme physical demands, or environmental hazards that are causing recruitment and retention problems. The School may consider situational-based pay on a case-by-case basis.