

Helena Public Schools and Affiliated Unions

MEMORANDUM OF AGREEMENT



This agreement is between the Helena Public Schools (The District) and the Helena Education Association, Secretaries, Montana Federation of Public Employees, Custodial and Maintenance Staff, American Federation of State, County, Municipal Employees, Plumbers and Pipefitters, Machinists, Electricians, Painters, Carpenters and is in effect March 16, 2020 through April 5, 2020. If the crisis continues, the parties agree to sit down and determine next steps.

Each collective bargaining agreement identifies hours of work and in some cases work location. Due to the COVID19 pandemic, the District is, in response to the Governor's order, dated March 15, 2020 at 5pm, Mountain Standard Time, closing all Helena K-12 Schools for two weeks beginning March 16th.

The Helena Public School Calendar is still in effect, resulting in a total of a 3-week closure, inclusive of Spring Break. This will result in an anticipated return to work, April 6, 2020.

This memorandum of agreement confirms that HPS will compensate all employees during the three-week closure at their regular rate of pay for their regular hours. Health and other benefits will be paid accordingly. All time-off will be cancelled and employees will be credited with any pre-approved time off during the closure.

Employees are asked to stay in contact with their administrator during this period of time through email, phone contact and TEAMS and other digital medium as Directed by the District. Employees with significant health issues or who may be ill or caring for a family member, and unable to perform remote or onsite work must contact their administrator and are asked not to attend any on-site work functions. Conflicts arising from this provision will be resolved through the Human Resource Director.

In the case of hourly employees who are deemed essential to respond to necessary situations such as Custodial and Maintenance Staff, Secretaries, etc., the District will compensate overtime as earned. Facilities and Maintenance will be in a state of response as deemed appropriate by the District. All overtime must be pre-approved and directed by Administration. Employee call out procedures will apply for all contracts where this is present.

Employees may be asked to perform functions that are outside their normal job duties to facilitate District operations.

Teachers and those covered by the HEA agreement will be asked to facilitate digital learning and services and maintain connectivity to students and parents through the closure from a remote work location. Work times and days may vary. Provisions specifically related to workdays, work times, breaks, prep periods and location do not apply during the initial two-week closure. Teachers are directed to work with their grade level and/or department members to create equity in access of materials for students across the District and ensure student contact. Activity coaches in contract will be paid their regular rate as established by contract during this period of time.

Secretaries may be asked to support administration remotely or on site. Paraprofessionals may be asked to assist with creating learning packets, digital materials and facilitating digital learning. Any overtime pre-approved will be compensated accordingly.

All state and federal laws apply during this time unless specifically waived by the governing authority.

THIS AGREEMENT is signed and dated this _____ day of _____ 2020.

FOR THE HELENA SCHOOL DISTRICT #1:

Board Chair

Superintendent

FOR THE HELENA EDUCATION ASSOCIATION:

Jane Shawn, President

FOR THE CARPENTERS:

Mario Martinez, Business Agent

FOR THE PARA HELENA EDUCATION ASSOCIATION:

Jane Shawn, President

FOR THE ELECTRICIANS:

John Gordon, Business Agent

FOR THE SECRETARIES UNION, MFPE:

Patsy Althof, President

FOR THE MACHINISTS UNION:

Troy Buhl, Business Manager

*FOR THE AMERICAN FEDERATION OF STATE, COUNTY,
MUNICIPAL EMPLOYEES:*

Timm Twardoski, Executive Director

FOR THE PLUMBERS, PIPEFITTERS UNION:

Brandon Shaw, Business Manager

FOR THE PAINTERS:

Jeff Stark, Business Agent