

**2023-2025  
Collective Bargaining  
Agreement  
063**

**Office of Public Instruction  
#8523**

**Montana Federation of  
Public Employees**

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**LABOR AGREEMENT  
BETWEEN  
THE OFFICE OF PUBLIC INSTRUCTION  
AND  
THE MONTANA FEDERATION OF PUBLIC EMPLOYEES**

**PREAMBLE**

This AGREEMENT is made and entered into 8/14/2023, 2023 between the Office of Public Instruction, hereinafter referred to as the Employer, and the Montana Federation of Public Employees, hereinafter referred to as the Association. It is the intent of this Agreement to assure mutually beneficial working relationships between the Employer and the employee, and to set forth herein a basic agreement between the parties concerning terms and conditions of employment.

**DEFINITIONS**

**Effective date of layoff** – the date determined by the agency to be the end of employment for an employee, allowing adequate time for 20 working days advance notice of layoff.

**Exempt employee** – an employee who holds a position which is exempt from the overtime requirements of the Fair Labor Standards Act and is covered by the State of Montana Classification system.

**Full-time employee** – an employee who normally works 40 hours a week (2-18-601, Montana Code Annotated (MCA))

**Non-exempt employee** – an employee who holds a position which is not exempt from the overtime requirements of the Fair Labor Standards Act and is covered by the State of Montana Classification system.

**Part-time employee** – an employee who normally works less than 40 hours a week (2-18-601, MCA)

**Preference period** – a period of one calendar year from the effective date of layoff.

**Position** – the complete set of tasks, duties and responsibilities assigned to an employee.

**Reinstate** – returning an employee to the same position from which the employee has been removed as a result of reduction in force.

**Recall** – returning an employee to a position within the Office of Public Instruction which is different than the position which the employee previously held.

**Reduction in force** – a management action taken for non-disciplinary reasons in which an employee is laid off from his/her present position. The layoff may take place for

reasons including, but not limited to elimination of programs; reduction in FTEs by the legislature; lack of work; lack of funds; expiration of grants; or reorganization.

**Termination date** – an employee’s last day of work.

## **ARTICLE 1. RECOGNITION**

The Employer recognizes the Association as the sole and exclusive representative of all employees within the bargaining unit as defined in the Board of Personnel Appeals.

## **ARTICLE 2. ASSOCIATION RIGHTS**

**Section 1.** In the event the Association designates a member employee to act in the capacity as official spokesperson for the Association on any matter, such a designation shall be made in writing in advance to the Employer and shall specify the period of time covered by the designation. In addition, should the Association change such spokesperson, prior notification shall be forwarded to the Employer.

**Section 2.** The internal business of the Association shall be conducted by the employees during their non-duty hours; provided, however that selected and designated Association officers shall, with prior Management approval, be allowed a reasonable amount of paid time to investigate and process grievances prior to the commencement of arbitration proceedings. The Employer will not compensate the above-mentioned individuals for time spent on such activities outside of their normal work schedule. It is understood that the Employer will not grant compensatory time for hours worked to complete tasks which were not completed because normal working hours were used to investigate or process a grievance.

**Section 3.** The Association's staff will be allowed to visit work areas of the employees during working hours and confer on employment related matters, provided that such visitations shall be coordinated in advance with the designee of the Superintendent.

**Section 4.** The Association, or the Association Chapter President, may post information for members.

**Section 5.** The Association staff shall have the right to inspect an employee's personnel file with the exception of medical information unless the issue involves such matters, and a written release from the employee to do so, and only in cases involving an official dispute between the employee and the Employer. Inspection of personnel files will occur in the office of the human resource manager or in the office of the designated Management representative during time arranged in advance. No personnel files may be removed from the Employer's premises.

**Section 6.** The Association Chapter President, or designee, will be allowed up to 16 hours, with pay, to attend training sessions or the labor relations conference that is related to collective bargaining and labor relations matters. Expenses for in-state travel will be incurred by the union. The President, or a designee, shall make the request to

the supervisor and the human resource manager as soon as possible in advance outlining the reasons for the requested leave. The request shall be processed as soon as practical.

**Section 7.** Designated Union representatives shall receive ample opportunity to provide membership information to Union-represented positions during the employee onboarding process. The employer and the union shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues where in-person orientation does not occur.

### **ARTICLE 3. ASSOCIATION SECURITY**

**Section 1.** Employees covered by the terms of this Agreement shall not be required to become members of the Association.

**Section 2.** Upon receipt of written authorization from an employee, the Employer shall authorize deduction from the employee's pay the amount owed to the Association. The Employer will submit to the Central Payroll Office documentation as may be necessary as soon as possible. Changes in the deduction amounts will be certified to the Central Payroll Office by the Association.

**Section 3.** The Employer will provide the Association with a list of newly hired and terminated employees at least monthly. The list may include mutually agreed upon pertinent member information and will be sent to the Association.

### **ARTICLE 4. MANAGEMENT RIGHTS**

The Employer retains the rights provided for in Section 39-31-303, MCA, which states:

Management rights of public employers. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- (1) direct employees;
- (2) hire, promote, transfer, assign, and retain employees;
- (3) relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- (4) maintain the efficiency of government operations;
- (5) determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- (6) take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- (7) establish the methods and processes by which work is performed.

## **ARTICLE 5. MANAGEMENT SECURITY**

Neither the Association nor any of its officers, agents or any employees covered by this Agreement will instigate, promote, sponsor or engage in any strike, picketing, boycott, work slowdown, sit down or slowdown strikes, or a concerted refusal to render service, or to work, or any other curtailment or restriction of work at any time for any reason during the term of this Agreement.

## **ARTICLE 6. NON-DISCRIMINATION**

**Section 1.** In accordance with 49-3-201(1), MCA, more commonly referred to as the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate, and promote its personnel on the basis of merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. However, any complaint alleging non-compliance with Article 6, Section 1 in whole or in part cannot be processed through the grievance and arbitration procedures outlined in Article 11, and the sole remedy for any alleged violation shall be that stated under Title 49 of the Montana Code Annotated. Further, the Association agrees not to discriminate on the basis of race, color, religion, creed, political ideas, sex, sexual orientation, age, marital status, physical or mental handicap, or national origin.

Employment of state and local government personnel.

- (1) State and local government officials and supervisory personnel shall recruit, appoint, assign, train, evaluate, and promote personnel on the basis of merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
- (2) All state and local governmental agencies shall:
  - (a) promulgate written directives to carry out this policy and to guarantee equal employment opportunities
  - (b) regularly review their personnel practices to assure compliance; and
  - (c) conduct continuing orientation and training programs with emphasis on human relations and fair employment practices.
- (3) The department of administration shall insure that the entire examination process, including appraisal of qualifications is free from bias.
- (4) Appointing authorities shall exercise care to insure utilization of minority group persons.

- (5) Compliance with 2-2-302, MCA and 2-2-303, MCA, which prohibit nepotism in public agencies, may not be construed as a violation of this section.

**Section 2.** No unit member shall be discharged or discriminated against for engaging in any protected activities under the provisions of the Montana Public Employees Collective Bargaining Act.

## **ARTICLE 7. PAY AND HOURS**

**Section 1.** Compensation for employees shall be in accordance with state statute and the Employer's broadband pay plan rules.

**Section 2.** A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. Two 15-minute rest breaks, one taken during the first half of the day, and the second taken during the second half of the day, except that by mutual agreement, rest breaks may be scheduled otherwise. Rest breaks cannot be accumulated or combined together, nor will any work performed during rest breaks be subject to overtime or compensatory time credits.

Employees shall also be granted a duty-free meal break. The meal break shall normally be without pay.

**Section 3.** The Employer may require reasonable amounts of overtime/ compensatory time to be worked, but only in cases involving emergency.

**Section 4.** Employees who are called back to work after having left the workplace shall be compensated for no less than 2 hours for each such call-out. It is understood that this provision does not apply to work, which is essentially a continuation of the workday, or if the employee decides to return to work, rather than continue the workday.

**Section 5.** When emergency conditions require the closing or curtailing of the office, The Employer will make every effort to schedule alternate work areas during this period, however if an alternate area is not available the employee will transition to temporary remote work.

**Section 6.** An employee's permanent schedule shall not be changed without 10 working days' notice of the change. The 10-day notification may be waived by the employee or in emergency situations.

### **Section 7. Wages**

**Subsection 1.** Base Pay. The base pay attached (Addendum A) are for bargaining unit positions represented by the Association.

**Subsection 2.** Occupational market pay. All employees will be paid at no less than their assigned base pay, as described in Addendum A.

**Subsection 3.** Hiring rates. Employees new to state government will typically be hired at the base rate of the market range for the occupation. At the discretion of the Superintendent of Public Instruction, exceptions may be made to meet the goals of the agency for reasons such as the employee's job-related qualifications; existing salary relationships within the job class, and work unit; OPI's ability to pay; and the competitive labor market.

**Subsection 4.** Training assignments. The Superintendent of Public Instruction or designee may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Superintendent of Public Instruction or designee may set the employee's base pay rate below the minimum entry rate for a period of time not to exceed two years. At the successful completion of the training assignment, the employee's pay will be set at no less than the base rate of pay for the job code title.

**Subsection 5.** Promotions and demotions. The following provisions apply, unless the Superintendent of Public Instruction makes an exception under special circumstances, with notice to the union.

- A. Promotions. A promoted employee will receive no less than the advertised rate for the new position, unless the employee is promoted into a training assignment as described in Article 7, Section 7, Subsection 4, above.
- B. Demotions. The Superintendent of Public Instruction shall typically set the base salary of an employee demoted to no less than the advertised rate for the new position unless the employee is assigned to a training assignment as described in Article 7, Section 7, Subsection 4, above.

**Subsection 6.** Pay adjustments. Temporary or permanent progression within a single occupation, other than that previously described, may be allowed under special circumstances at the discretion of the Superintendent of Public Instruction, with notice to the Association.

**Subsection 7.** Reclassifications. Reclassification of a position that results in a of job code, with a different pay range that is lower than the current assignment for the position, will not result in a pay reduction for the employee. If the reclassification results in a base pay range that is higher, the OPI Broadband Pay Plan Rules shall apply.

**Subsection 8.**

Effective on the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay



period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

**Section 8.** Health Insurance

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

**ARTICLE 8. OVERTIME AND COMPENSATORY TIME**

**Section 1.** Non-exempt employee means an employee subject to the overtime provisions of the Federal Fair Labor Standard Act and its regulations. Non-exempt employees shall be paid at a rate of 1 1/2 times their regular rate of pay for all authorized time they work over 40 hours per week. Any overtime or compensatory time must be mutually agreed upon by the employee and management.

**Section 2.** Upon mutual agreement between the employee and Management, a non-exempt employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime.

**Subsection 1.** Compensatory time for non-exempt employees will accrue at the rate of 1 1/2 hours for each hour of overtime worked.

**Subsection 2.** Non-exempt compensatory time may not be accrued beyond two hundred and forty hours (240), which represents not more than 160 hours of actual overtime worked.

**Subsection 3.** A non-exempt employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

**Subsection 4.** Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay, The Superintendent may approve the use of non-exempt compensatory time to extend an employee's termination date.

Article 8, Section 2 shall be administered in accordance with Federal Fair Labor Standards Act, Federal regulations, and State Policy Overtime and Nonexempt Compensatory Time Policy.

**Section 3.** Exempt employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay

provisions of the Federal Fair Labor Standards Act and its regulations. Exempt employees shall be given compensatory time under the following provisions:

**Subsection 1.** Compensatory time will be credited on an hour-for-hour basis for all authorized time worked in excess of 40 hours per week.

**Subsection 2.** Compensatory time will be recorded in increments of no less than one-half hour, but all time earned or taken in fractions of one hour shall be accumulated until one hour minimum is attained, at which point the time will be recorded.

**Subsection 3.** Compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

**Subsection 4.** Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

**Subsection 5.** There is no obligation for the Employer to pay out properly classified FLSA exempt compensatory time.

**Section 4.** The Employer shall make a good faith effort to equalize the offer and schedule overtime and compensatory time among employees in the same work unit and classification where training and ability are sufficient to do the work.

**Section 5.** If job-related travel time is scheduled for other than the employee's normal work week, such travel time shall be compensated in accordance with the terms of Article 8.

**Section 7.** The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time. It is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

**ARTICLE 9. HOLIDAYS**

**Section 1.** For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day .....	January 1
Martin Luther King Day .....	3rd Monday in January
President's Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	1st Monday in September

Columbus Day .....	2nd Monday in October
Veterans Day.....	November 11
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that 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 employees on termination of employment. Short-term workers or student interns may not receive a floating holiday.

**Section 2.** The holidays listed in Article 9, Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Article 9, Section 3, and Section 5. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay, an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

**Section 3.**

Work on a Holiday – Working on any holiday requires pre-approval.

Non-exempt employees:

- a. An employee who is designated as non-exempt under the Fair Labor Standards Act (FLSA) and who is approved by management to work on a holiday or the day a holiday is observed shall be paid according to one of the two options outlined below at management’s discretion. The employee may either:
  - i. Receive the regular rate for all hours actually worked on holiday, bank the holiday benefit hours actually worked (up to the maximum of eight) and receive equivalent time off at the regular rate, to be paid as outlined, below or,
  - ii. Receive one and one-half times the regular rate for the hours actually worked on the holiday and receive holiday benefit hours paid at the regular rate.

Hours worked on a holiday may result in more than 40 hours in a pay status during the workweek. An employee may not receive both one-and-one-half-time pay, and overtime pay for the hours worked on a holiday. The holiday benefit pay will be paid at the regular rate whether banked or paid out.

**Section 4.**

An employee scheduled for a day off on a day observed as a legal holiday shall receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same workweek or as requested by the employee and approved by the employee’s supervisor, whichever allows a day off in addition to the employee’s regularly scheduled days off (2-18-603, MCA).

**Section 5.** Per mutual agreement an employee may work the Columbus Day holiday in exchange for another day before March 31 of the following year. Time will be recorded as banked holiday hours for all hours worked on the holiday. Banked holiday time must be used according to the State MOM policy.

## **ARTICLE 10. LEAVES**

**Section 1.** Jury and witness duty shall be per 2-18-619, MCA.

**Section 2.** Annual leave shall be per 2-18-611 and 612, MCA.

**Section 3.** Sick leave shall be per 2-18-619, MCA.

In the event an employee on annual leave becomes ill, the employee may change his or her annual leave status to sick leave status and utilized available sick leave credits.

**Section 4.** Family Medical Leave Act - FMLA shall be per CFR part 825 (USDOL Rules and Regulations implementing FMLA). FMLA entitles eligible employees of the

State of Montana up to 12 weeks of unpaid, job-protected leave for certain family and medical reasons. Eligible State employees must have worked for the State of Montana for a total of 12 months, and for 1040 hours during the previous 12 months to qualify for FMLA leave.

## **ARTICLE 11. PROBLEM RESOLUTION**

**Section 1.** The parties agree to a full-faith and thorough effort to promptly resolve disputes and disagreements that may develop. This is done through affected parties meeting when it becomes necessary to discuss matters of concern at agreed upon times and places to attempt resolution of the dispute/disagreement.

**Section 2.** Preliminary: The employee grievance must be discussed with the immediate supervisor, prior to filing a formal grievance.

### **Step 1**

The employee must first submit their grievance in writing to their immediate supervisor. Grievances must be submitted within 10 business days after it was mutually determined that informal resolution was not possible. If the grievance is not submitted within the 10-business day period, all rights are waived to advance it. The supervisor shall have ten (10) business days in which to respond, in writing.

### **Step 2**

Within ten (10) business days following the grievant's receipt of the written answer to their Step 1 grievance from their supervisor, it may be appealed to the supervisor's immediate supervisor.

Within 10 business days following receipt of the grievance the supervisor will meet with grievant, in person, to discuss the grievance. The supervisor will then provide a written response to the grievance within 10 business days following the date of the meeting.

**Step 3**

If the employee is not satisfied with the response of the supervisor at Step 2, the employee may submit the employee's grievance to the Deputy Superintendent for review within ten (10) business days following receipt of the written response from supervisor, in Step 2. The Deputy Superintendent will review the grievance and provide a written response within 10 business days following receipt of the Step 3 grievance.

**Step 4**

In the event that the Deputy Superintendent's response does not resolve the dispute, the parties will request mediation and make a full-faith and thorough attempt to resolve the dispute through mediation. Timelines are suspended for the grievance while in mediation. No party may end mediation, until the mediator notifies both parties, that every effort has been exhausted to solve the dispute through mediation. The notification must be in-writing.

**Section 3.** In the event that mediation is unsuccessful in resolving the grievance, the grievance may be forwarded to the Superintendent within 5 business days after mediation had ended. The Superintendent shall have 20 business days to respond to the grievance.

**Section 4.** The following rules shall apply to the filing of grievances and request for arbitration:

- A. Time limits may be extended by mutual agreement.
- B. A grievance not advanced to the next higher step within the time limit provided, shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. 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.
- C. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.
- D. The cost of the arbitrator, including all applied expenses, shall be shared equally by the Employer and the Association. In the event one party requests a transcript, the requesting party shall pay the costs of such. In the event both parties so request, the cost shall be equally split.

- E. Except in the case of interest arbitration arising out of Article 15, the arbitrator shall not add to, subtract from, or modify the terms of this Agreement.
- F. Any failure or refusal to abide by their terms of this grievance or arbitration procedures shall constitute a waiver by the party who breaches the Agreement, of the rights created herein.

## **ARTICLE 12. REDUCTION IN FORCE**

Article 12. Reduction In Force will be removed from Section 1, Subsection 4 to the end of Section 4. An updated policy will be discussed and drafted in Labor-Management Relations Committee for inclusion in the next negotiation cycle.

**Section 1.** Seniority means an employee's length of service and shall be computed from the date the employee began regular, uninterrupted service with the Office of Public Instruction in a position covered by this Agreement. Temporary employees do not accrue seniority and are not part of the bargaining unit. For the purposes of this Article, full-time status is defined by the employee's position and not the schedule arranged with the supervisor.

**Subsection 1.** Seniority shall cease to accrue during a leave without pay in excess of 60 working days, or upon a permanent transfer out of the bargaining unit, and shall be revoked upon voluntary termination, retirement, or discharge for cause. When an employee returns to the bargaining unit from an approved leave or transfers into the bargaining unit from a position within the OPI, seniority shall begin to accrue at the point when the employee returns to the bargaining unit and shall include all previous time earned within the bargaining unit.

**Subsection 2.** Service time in a position in the OPI prior to the first Collective Bargaining Agreement on May 11, 1981, shall be counted towards an employee's seniority.

**Subsection 3.** On January 1, of each year, and upon request from the Association Chapter President, the Employer shall give a list of all OPI bargaining unit members and their seniority status to the Association Chapter President. Disputes concerning the seniority roster must be raised within 30 calendar days of delivery of the roster, or it shall be considered correct.

## **ARTICLE 13. VACANCIES AND PROMOTIONS**

**Section 1.** The following procedures will be followed in the posting and filling of vacant or newly created permanent positions. The purpose of this system is to inform employees of vacancies and newly created positions and to afford employees, who are interested and who feel they qualify, an equal opportunity to apply for the vacant or newly created position. It is understood that newly hired employees and employees on a leave of absence for any reason may not have the same period of notice as other employees concerning position vacancies.

**Subsection 1.** When a vacant or newly created permanent position is to be filled, the Employer shall prepare a Job Posting Notice and post same on the OPI intranet. The notice will be posted on the OPI intranet and shall state where interested employees are to make application, the date of first review, and the minimum qualifications. When a bargaining unit position is to be filled, the Employer will make every effort to fill the position from qualified applicants within the bargaining unit. Management may consider seniority when all things are equal between the candidates.

**Subsection 2.** The Employer will ensure that all applications are considered in the selection process. Members of the bargaining unit who are unsuccessful applicants shall be so notified upon completion of the selection process.

**Subsection 3.** All positions in the bargaining unit shall be posted per the provisions of this Article for at least seven calendar days. However, this will not apply to positions not included in the bargaining unit. The human resource manager will post all vacancies via email to all employees in addition to posting a copy on the OPI intranet.

## **ARTICLE 14. RATINGS AND WARNINGS**

**Section 1.** When performance appraisals are prepared by the employee's supervisor, the results shall be transmitted to the employee.

**Section 2.** Performance appraisals are not subject to the grievance procedure. No information reflecting critically upon an employee in their performance appraisal shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee, or the certificate of the Employer's representative that the employee was shown the material and refused to sign it and the signature of the supervisor. If the employee desires to submit a written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be attached. The statement shall be signed and dated by the employee and by the immediate supervisor.

A copy of any such materials shall be furnished to the employee upon request.

**Section 3.** Formal discipline is subject to the grievance process as stated in Article 11. The Employer shall treat letters of caution, consultation, warning, admonishment, and reprimand as temporary contents of a personnel file. Letters shall be removed from the personnel file sooner than 2 years after being placed in the personnel file. If the employee has formal discipline for like behaviors within the 2-year period, those letters shall remain in the file for an additional year based upon the date of the latest infraction. An employee must submit a written request to Human Resources requesting the letter be removed. In the event a written request is not received after the two-year period, any information prior to the two years may not be considered if there have been no formal disciplinary issues. Formal discipline will remain in an employee's file if the material is applicable to a pending legal or quasi-legal proceeding. The Superintendent, or designee may waive this provision concerning such letters if they may be used to support disciplinary action arising from similar employee behavior.

### **ARTICLE 15. NOTIFICATIONS**

**Section 1.** On January 1 of each year, the Employer shall give a list of all OPI bargaining unit members and their seniority status to the Association Chapter President.

**Section 2.** The Employer shall give the Association 10 calendar days' notice and an opportunity to comment on any Reduction in Force or downgrades in classification. The notice shall include a list of all employees involved.

**Section 3.** The Employer shall post all current policies on the department intranet website; ensuring the policies are accessible to all employees. The Association will be advised whenever changes in policy are being considered, leaving 20 working days for comment and discussion prior to changes being implemented.

**Section 4.** Upon request, the Employer shall provide to the Association Chapter President an update of available information regarding staffing and funding that may impact member(s) of the bargaining unit.

### **ARTICLE 16. MAINTENANCE OF STANDARDS**

Past practices and policies which have been established by the Employer will not be changed during the term of this Agreement unless the Employer first notifies the Association 30 calendar days prior to changes and affords the Association an opportunity to consult with the Employer with respect to the impact of the changes on the unit.

### **ARTICLE 17. JOB SECURITY**

**Section 1.** Employees shall experience a probationary period of 12 months from the date of hire with the Employer before attaining permanent status. The Employer will give written notice to the employee upon termination.



**Section 2.** The Employer may not remove an employee with permanent status without just cause. The Employer shall furnish the employee and, at the employee's request, the Association a notice, by certified mail, stating the reason(s) for such termination. Any disciplinary action taken by the Employer may be processed through the grievance procedure.

### **ARTICLE 18. LABOR-MANAGEMENT RELATIONS COMMITTEE**

The Employer and the Association agree to the establishment of a Labor-Management Relations Committee. The purpose of this committee is to discuss any item of concern to either party and to facilitate communications between the Employer and the members of the bargaining unit. The committee has no role in the grievance procedure or the collective bargaining process.

### **ARTICLE 19. SEVERABILITY**

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable shall remain in full force and effect. OPI policies may not violate any provisions of this contract.

### **ARTICLE 20. TERM**


This Agreement shall be effective as of the first day of July 2023 and shall remain in full force and effect through the 30th day of June 2025. It is agreed between the parties that this Agreement constitutes the total agreement between the parties, and that neither party is obligated to meet to negotiate during the term of this Agreement. It is also agreed that the Employer and the Association will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters.


The Association shall have the right to engage in concerted activity after December 31, 2024, for matters pertaining to wages and economic benefits in the Fiscal Years 2025-2027 biennium.


EXECUTED 8/14/2023.

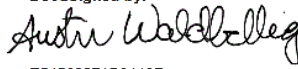
**FOR: STATE OF MONTANA  
OFFICE OF PUBLIC INSTRUCTION**

**FOR: MONTANA FEDERATION OF PUBLIC  
EMPLOYEES**

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Elsie Arntzen, Superintendent  
Office of Public Instruction

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Amanda Curtis, President  
Montana Federation of Public Employees

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Anjenette Schafer, Chief  
State Office of Labor Relations

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Austin Waldbillig, Chapter President  
MFPE Local #8523

**BROADBAND PAY PLAN**  
**ADDENDUM A**

<b>Job Code</b>	<b>Job Code Title</b>	<b>Hourly Base</b>	<b>Hourly Max</b>
B21012	Accountant 2	\$20.972605	\$21.522605
Q33021	Accounting Tech 1	\$18.694841	\$19.244841
Q61022	Administrative Assistant 2	\$13.741200	\$14.291200
Q61023	Administrative Assistant 3	\$16.046253	\$16.596253
B1J051	Administrative Specialist 1	\$20.630000	\$21.180000
B21021	Auditor 1	\$27.002500	\$27.552500
B23012	Budget Analyst 2	\$34.100778	\$34.650778
B23013	Budget Analyst 3	\$37.007210	\$37.557210
B1J103	Business Analyst 3	\$32.507000	\$33.057000
B14011	Compliance Specialist 1	\$20.293775	\$20.843775
B14012	Compliance Specialist 2	\$23.848314	\$24.398314
C1JJ01	Computer All Other	\$28.345060	\$28.895060
Q92012	Data Processor 2	\$23.750000	\$24.300000
C1E021	Database Administrator 1	\$35.295913	\$35.845913
J13011	Dietitian Nutritionist 1	\$23.208956	\$23.758956
B29J01	Finance All Other	\$24.690000	\$25.240000
H93011	Instructional Coordinator 1	\$26.602094	\$27.152094
C1C022	IT Security Specialist 2	\$34.184004	\$34.734004
C1C011	IT Systems Analyst 1	\$30.408868	\$30.958868
C1F011	IT Systems Support 1	\$23.540304	\$24.090304
B14021	License Examiner 1	\$23.121241	\$23.671241
Q95012	Mail Courier 2	\$13.741200	\$14.291200
I39J01	Media Arts Comm All Other	\$30.408867	\$30.958867
G21012	Paralegal 2	\$22.455306	\$23.005306
Q35011	Payroll Tech 1	\$22.078562	\$22.628562
A9J02B	Program Manager	\$32.409645	\$32.959645
B1J011	Program Specialist 1	\$24.830917	\$25.380917
B12012	Purchaser 2	\$19.072149	\$19.622149
Q36011	Purchasing Technician 1	\$16.311852	\$16.861852
C23011	Research Analyst 1	\$27.400000	\$27.950000