2013-2015
Collective Bargaining Agreement

Office of Public Instruction

Montana Public Employees Association

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LABOR AGREEMENT
BETWEEN
THE OFFICE OF PUBLIC INSTRUCTION
AND
THE MONTANA PUBLIC EMPLOYEES ASSOCIATION

PREAMBLE

This AGREEMENT is made and entered into this sixth day of August, 2013, between the Office of Public Instruction, hereinafter referred to as the Employer, and the Montana Public Employees Association, 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

Alternative Hours – a fixed 8-hour work day other than 8:00 AM to 5:00 PM

Alternative Schedule – a fixed 40-hour work week other than five 8-hour days

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.

Flex Schedule – a variable 40-hour work schedule reflecting inconsistent work-hours and work days.

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 the employee's present position. The layoff may take place for reasons including, but not limited to: reduction in FTE 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, after receiving written permission and 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 conferences that are related to collective bargaining and labor relations matters. Expenses for travel will be reimbursed in accordance with the OPI travel policy. The President, or 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.

ARTICLE 3. ASSOCIATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Association, but must, as a condition of employment, pay a representation fee to 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. Any employee covered by this Agreement who fails to pay his/her dues or representation fee to the Association shall be terminated by the Employer on the 30th calendar day following written notification by the Association to the Employer and employee regarding such discharge. The Association shall indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer, including attorney's fees and costs of defense thereof, on account of any provision of Article 3.

Section 4. The Employer, within 30 days of the signing of this Agreement, shall present the Association, with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires. Such list shall include FLSA exemption designation, band, band job title, date of hire, base salary, and market ratio.

Section 5. On July 2 of odd-numbered years, the Association shall furnish the Employer with proper documentation that its representation fee procedure is in compliance with law.

ARTICLE 4. MANAGEMENT RIGHTS

The Employer retains the rights provided for in 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 disability, 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 disability, 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 ensure that the entire examination process, including appraisal of qualifications is free from bias.

(4) Appointing authorities shall exercise care to ensure utilization of minority group persons.

(5) Compliance with 2-2-302 and 2-2-303, MCA, which prohibit nepotism in public agencies, may not be construed as a violation of Article 6, Section 1.

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 standard work day shall consist of 8 continuous hours of work, except for a one-hour lunch break, taken at a time mutually agreeable to the Employer and employee, and two 15-minute rest breaks, one taken during the first four hours of the day, and the second taken during the second four hours, except that by mutual agreement, rest breaks may be scheduled otherwise. Rest breaks cannot be accumulated, nor will any work performed during rest breaks be subject to overtime or compensatory time credits. A work day will not normally exceed 8 hours of work, including rest breaks. A work day will normally begin at 8:00 a.m. and will normally end at 5:00 p.m., except as otherwise established in Article 7, and unless alternative hours, an alternative schedule, or a flex schedule is mutually agreed upon by the Employer and employee, as evidenced with a signed document, typically an OPI Hours and

Schedule Election Form. A work week shall consist of 5 continuous days of work as defined above, and shall be Monday through Friday, unless an alternative schedule is mutually agreeable to the Employer and the employee, and will not normally exceed 40 hours of work.

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 work place shall be compensated at a rate of 1 ½ times their normal compensation. In the case of exempt personnel, the compensation shall consist of compensatory time at the rate of 1 ½ hours of compensatory time for each hour worked; in the case of non-exempt personnel, the compensation shall consist of overtime at the rate of 1 ½ times their regular rate of pay, unless other Articles or Sections of the Agreement provide higher rates of compensation. Employees 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 work day, or if the employee decides to return to work, rather than continue the work day.

Section 5. When emergency conditions require the closing or curtailing of the office, the employee shall be paid for the first 5 days of the office closure. The Employer will make every effort to schedule alternate work areas during this period.

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. Pay ranges. The pay ranges 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 83% of market for their assigned pay range as described in Addendum A.

Subsection 3. Hiring rates. Employees new to state government will typically be hired at the minimum entry 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, band, 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 entry rate of pay for the occupational pay range.

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 Association.

A. Promotions into positions in a higher pay band. 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. Within band pay adjustments. Temporary or permanent progression within a single occupational pay band, 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 change of band or 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 band or job code pay range that is higher, the OPI Broadband Pay Plan Rules shall apply.

Subsection 8. Establishment of new pay ranges. The parties agree that any changes to Addendum A are subject to collective bargaining.

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 8 hours per day, or 40 hours per week. The over 8 hours per day overtime provisions of Article 8 shall not be in effect in those instances where employees are on a work schedule that anticipates an employee working 40 hours per week in other than five 8-hour days. The 8-hour per day overtime provisions in Article 8 do not apply in situations where an employee and the employee's supervisor agree to alter the employee's daily work schedule within the 40-hour work week as provided in an alternative schedule or flex schedule as evidenced with a signed document, typically an OPI Hours and Schedule Election Form.

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 ½ 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, or the average regular rate received by such employee during the last three years of employment, whichever is higher. 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 #3-0210, 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 comp-time.

Subsection 6. Grandfathered exempt compensatory time: The Employer will provide the Association and affected employees an accounting of accumulated exempt compensatory time balances as of the final pay period of the 2011 calendar year. When an employee with an exempt compensatory time balance as of the final pay period of calendar year 2011 leaves the OPI, OPI will pay out up to 120 hours of compensatory time accumulated before the final calendar 2011 pay period, minus exempt compensatory time hours used during or after the first pay period of calendar year 2012. Any remaining balance, up to 120 hours, may be used to extend an employee's termination date, in accordance with state policy, or with the Superintendent's approval. Employees are not eligible for a cash payout upon leaving the agency for any exempt compensatory time accrued during or after the first pay period of calendar year 2012. The Employer will report pre-2012 exempt compensatory time balances on an annual basis (final pay period each year) until all such balances have been used.

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 6. Authorized annual leave, holiday leave, sick leave, or compensatory time off shall constitute time worked when computing overtime or compensatory time credits under Article 8.

Section 7. The Employer agrees that no administrator or supervisor will perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

Section 8. 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
General Election Day	In even-numbered years

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. 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. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, the employee will be paid at the rate of 2 1/2 times the employee's regular rate of pay, or at the employee's option, 1 1/2 times the employee's regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Non-exempt full-time employees shall be given the opportunity to select their option at the commencement of their employment and shall be bound by their choice for at least a one-year period unless otherwise agreed to by the Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday, shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in Article 9, Section 3 on a pro rata basis.

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and the employee's supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-exempt part-time employees shall receive benefits granted in Article 9, Section 4 on a pro rata basis.

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 2-18-618, MCA
In the event an employee on annual leave becomes ill, the employee may change the employee's annual leave status to sick leave status and utilize 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 hereby agree to attempt to promptly resolve disputes and disagreements that may develop. The parties agree to meet whenever it becomes necessary to discuss matters of concern at mutually acceptable times and places to undertake the resolution of such disputes and disagreements.

Section 2. The following process shall be used to resolve any dispute over the interpretation or application of the terms of the Agreement.

Subsection 1. All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance. In no event shall any formal grievance be filed until the immediate supervisor has been given opportunity to attempt resolution.

Subsection 2. In the event of failure of informal resolution, a formal grievance will be filed in writing with the immediate supervisor within 15 working days of the occurrence of the dispute. The immediate supervisor shall have 5 working days in which to respond.

Subsection 3. In the event the immediate supervisor's response is deemed inappropriate, the grievance may be forwarded by the filing party to the next level of supervision within 5 working days of receipt of the immediate supervisor's response. This same process shall continue on to the next level of supervision, if necessary. The Assistant Superintendent or Deputy Superintendent shall have 5 working days in which to respond, in writing.

Subsection 4. In the event that the Employer's response in Article 11, Subsection 3 is not acceptable to the grievant, the parties will attempt to resolve the dispute through mediation. The human resource manager or any other mutually acceptable individual may be used as mediator. Time lines will be suspended while the grievance is in mediation. Either party or the mediator may end the mediation process at any time by notifying all parties in writing: Mediation must be completed within 60 days of the day that it is begun.

Subsection 5. In the event that mediation is unsuccessful in resolving the grievance, the grievance may be forwarded to the Superintendent within 5 working days after mediation had ended. The Superintendent shall have 10 working days to respond to the grievance.

Subsection 6. The following rules shall apply to the filing of grievances:

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.

Subsection 7. In the event the decision of the Superintendent is deemed inappropriate, the Association may take the issue to final and binding arbitration. The following rules shall apply to the processing of a grievance to arbitration:

A. The Association and the Superintendent shall mutually petition the Federal Mediation and Conciliation Service for a list of 5 potential arbitrators from the surrounding area. This request shall be forwarded to the FMCS no later than 10 calendar days after the Association's notice to the Superintendent and the Chief of the State Office of Labor Relations of its intent to arbitrate the grievance.

B. Within 10 calendar days of receipt of the list of potential arbitrators from the FMCS, the Association and the Superintendent shall pick the arbitrator by striking names in alternate order until one name remains, who shall be the arbitrator. The parties shall toss a coin to determine the first to strike a name.

C. The arbitrator who hears the case shall issue the decision to both parties within 30 calendar days from the hearing, and such decision shall be final and binding upon the parties.

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.

G. 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.

ARTICLE 12. REDUCTION IN FORCE

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 OPI 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 Article 12, 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.

Subsection 4. If a Reduction in Force (RIF) is necessary, the employee should be counseled as much as possible in advance, by OPI management personnel of the anticipated action, available options and reasons for the layoff. When 25 or more employees are affected, notice must be at least 60 days prior to the RIF. When the RIF affects less than 25 employees, notice must be at least 14 days prior. Job profiles are available from the human resources manager upon request.

Section 2. When the Employer determines to reduce the number of employees, the Employer will identify the targeted position(s). The Employer will determine minimum qualifications for each targeted position based on the current job profile. The determination as to whether the employee electing to bump meets the minimum qualifications of the current job profile shall be based an updated State of Montana job application. The affected employee(s) may then elect to bump other employees with less seniority in the bargaining unit using the following procedure:

1) Bump the least senior employee in the same O-NET job group and pay band for which the RIF'ed employee meets the minimum qualifications for that position; if this is not possible, then,
2) Bump the least senior employee that is in the same band for which the RIF'ed employee meets minimum qualifications for that position; if this is not possible, then,
3) Bump the least senior employee in the same O-NET job group and next lower pay band for which the RIF'ed employee meets the minimum qualifications for that position; if this is not possible, then,
4) Bump the least senior employee that is in the next lower band for which the RIF'ed employee meets minimum qualifications for that position. Steps 3 and 4 repeat through the lowest pay band. If this is not possible, then,
5) Bump any temporary position in the any pay band for which the RIF'ed employee meets minimum qualifications for that position (the employee loses permanent status and accrued seniority).

Subsection 1. An employee wishing to exercise bumping rights shall notify the human resources manager, in writing, of the position the employee wishes to bump into within 10 working days or a reasonable period of time mutually agreed upon by the employee and Employer, after receiving written notification of the RIF. The employee must also submit an updated State of Montana job application.

Subsection 2. All permanent part-time employees are covered by the same language listed in Article 12, with the understanding that permanent part-time employees' rights are connected and confined to other permanent part-time positions. For example, an employee in a permanent part-time position cannot use the employee's seniority status to replace a less senior employee unless that employee is also in a permanent part-time position. An employee in a full-time position may not replace a less senior employee in a part-time position.

Section 3. If the layoff is anticipated to last longer than 15 working days, the employee shall be terminated. Upon termination, due to a RIF, the employee may cash out accumulated annual leave, sick leave and retirement contributions, or the agency may allow the employee to maintain accumulated annual leave and sick leave for the preference/reinstatement period of one calendar year from the effective date of layoff, even though terminated. A laid off employee who elects to retain sick leave, annual leave or both may subsequently submit a written request to cash out the leave at any time during the one-year reinstatement period or the State Employee Protection Act benefit period. At the end of the State Employee Protection Act benefit period, provided the employee elected these benefits, the agency must cash out all leave balances and effectively terminate the employment relationship.

Subsection 1. The most senior employee on layoff status who possesses the qualifications as discussed above will be offered open positions as they become available before less senior employees on layoff status. Any laid off employee who refuses a recall offer or offer of reinstatement to a position of the same or higher classification than the position the employee held when laid off, will lose reduction in force rights to recall or reinstatement.

Subsection 2. The Employer will notify employees being recalled of available positions in writing by certified mail. If an employee fails to respond to the notice of recall or an offer of reinstatement within 5 calendar days of receiving the notice, the employee will be considered to have forfeited the employee's right to return to work. It shall be the employee's responsibility to keep the Employer notified of the employee's current address.

Subsection 3. All privileges and benefits extended by this rule terminate at the end of the one-year preference/reinstatement period.

Section 4. At all stages of the RIF process, the following pay protection shall be in place for employees:

1) If the entry level salary for the new position is greater than the employee's current salary, the employee will be paid at the entry level for the new position.
2) If the new position is in the same group and pay band, the employee will maintain the employee's current hourly pay rate.
3) If the entry level for the new position is less than the employee's current salary, the employee may maintain the employee's current market ratio up to 100% of market.

Subsection 1. Layoff shall not be used as an alternative to discharging an employee for cause or disciplinary purposes. Unsatisfactory employees should be terminated subsequent to complete and appropriate evaluation, review and documentation. If an unsatisfactory employee is laid off without appropriate evaluation, review and documentation, the employee must be treated the same as any other laid off employee.

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 cut-off date for application submittal, and the minimum qualifications. When a non-exempt bargaining unit position pay band 4 or below is to be filled, the Employer will make every effort to fill the position from qualified applicants within the bargaining unit.

Subsection 2. The Employer will insure that all applications are considered in the selection process. Experience and/or education, qualifications, and seniority shall be the factors considered when filling vacant or new positions. When using a "structured" hiring process, based on a measured score, if the final scores of the top applicants are substantially equal (defined as within three percentage points or less of the highest score), the OPI employee with the most seniority will have preference. Internal applicants must have been employed with the OPI at least one year (as of the date the vacancy announcement closes) for the seniority preference to apply. 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 Article 13 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 immediate supervisor and the next higher supervisor, the results of the combined appraisal shall be transmitted to the employee in the form of a copy of the performance appraisal.

Section 2. No information reflecting critically upon an employee 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. A copy of any such materials shall be furnished to the employee upon request. 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 to the appraisal form in the personnel file. The statement shall be signed and dated by the employee and by the immediate supervisor.

Section 3. The Employer shall treat letters of caution, consultation, warning, admonishment, and reprimand as temporary contents of a personnel file. Such letters shall be removed from the personnel file within a reasonable time of being placed in the personnel file, but in no event later than 2 years after being placed in the personnel file. The Superintendent 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 will provide the Association with a current copy of all personnel policies, affirmative action plans and attachments thereto, and all personnel rules, and will keep such current by delivering to the Association a copy of any changed policies or rules subject to Article 15, Section 2.

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 OPI will not be changed during the term of this Agreement, unless the OPI first notifies the Association 30 calendar days prior to changes and affords the Association an opportunity to consult with the OPI 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, 2013, and shall remain in full force and effect through the 30th day of June, 2015. 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. The parties agree to meet no later than 60 days prior to the expiration date of this Agreement in order to begin negotiations for the next 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, 2014, for matters pertaining to wages and economic benefits in the Fiscal Years 2015-16 biennium.

EXECUTED this 11 day of Sept., 2013

FOR: STATE OF MONTANA
OFFICE OF PUBLIC INSTRUCTION

Denise Juneau, Superintendent
Office of Public Instruction

Shella Hogan
State Office of Labor Relations

FOR: MONTANA PUBLIC EMPLOYEES
ASSOCIATION

Quinton E. Nyman, Executive Director
Montana Public Employees Association

Bob Chatriand, Field Representative
Montana Public Employees Association

Nicole Thuotte, Chapter President
Office of Public Instruction

Addendum A

Pay Ranges

Job Code	Job Title	Band	2010 Entry @ 80%	2010 Market
111916	Program Manager	6	$54,628.80	$68,286.00
131235	Program Specialist	5	$34,277.60	$42,847.00
131415	Compliance Specialist	5	$32,466.40	$40,583.00
131416	Compliance Specialist	6	$38,960.00	$48,700.00
131915	Administrative Specialist	5	$33,121.60	$41,402.00
131916	Administrative Specialist	6	$39,746.40	$49,683.00
132115	Accountant	5	$30,266.40	$37,833.00
132116	Accountant	6	$36,320.00	$45,400.00
132136	Auditor	6	$42,178.40	$52,723.00
132316	Budget Analyst	6	$43,440.00	$54,300.00
132916	Financial Specialist	6	$36,828.80	$46,036.00
151296	Web Developer	6	$47,120.00	$58,900.00
151337	Computer Application Engineer	7	$62,448.00	$78,060.00
151415	Computer Support Specialist	5	$38,418.40	$48,023.00
151516	Computer Systems Analyst	6	$47,000.00	$58,750.00
151517	Computer Systems Analyst	7	$56,400.00	$70,500.00
151617	Database Analyst	7	$59,904.00	$74,880.00
151816	Network Systems Analyst	6	$47,200.00	$59,000.00
151914	Data Control Tech	4	$31,120.00	$38,900.00
151915	Data Control Specialist	5	$37,344.00	$46,680.00
152316	Operations Research Analyst	6	$45,480.00	$56,850.00
152415	Statistician	5	$32,400.00	$40,500.00
152416	Statistician	6	$38,880.00	$48,600.00
232115	Paralegal Legal Assistant	5	$33,200.00	$41,500.00
254215	Librarian	5	$29,519.20	$36,899.00
254216	Librarian	6	$35,423.20	$44,279.00
259315	Instructional Coordinator	5	$36,678.40	$45,848.00
259316	Instructional Coordinator	6	$44,014.40	$55,018.00
259317	Instructional Coordinator	7	$52,817.60	$66,022.00
271255	Graphic Designer	5	$28,800.00	$36,000.00
291316	Dietitian Nutritionist	6	$37,812.80	$47,266.00
433314	Accounting Technician	4	$29,562.40	$36,953.00
433514	Payroll Technician	4	$29,912.80	$37,391.00
433614	Purchasing Technician	4	$30,252.00	$37,815.00
434314	License Permit Technician	4	$26,976.00	$33,720.00
434912	Receptionist	2	$20,090.40	$25,113.00
436113	Administrative Assistant	3	$23,833.60	$29,792.00
436114	Administrative Assistant	4	$28,600.00	$35,750.00
439512	Mail Clerk	2	$18,640.00	$23,300.00
439612	Administrative Clerk	2	$19,680.00	$24,600.00