

2025-2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
OFFICE OF PUBLIC INSTRUCTION**

and the

**MONTANA FEDERATION OF PUBLIC
EMPLOYEES #8523**

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COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA
OFFICE OF PUBLIC INSTRUCTION
and the
MONTANA FEDERATION OF PUBLIC EMPLOYEES #8523

PREAMBLE

THIS AGREEMENT is made and entered into 7/2/2025, 2025 between the Office of Public Instruction, hereinafter referred to as the Employer, and the Montana Federation of Public Employees, hereinafter referred to as the Federation. 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 business 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 their 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

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all employees within the bargaining unit as defined in the Board of Personnel Appeals.

ARTICLE 2. FEDERATION RIGHTS

Section 1. In the event the Federation designates a member employee to act in the capacity as official spokesperson for the Federation 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 Federation change such spokesperson, prior notification shall be forwarded to the Employer.

Section 2. The internal business of the Federation shall be conducted by the employees during their non-duty hours, provided that selected and designated Federation officers shall, with prior Employer 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 business hours were used to investigate or process a grievance.

Section 3. The Federation's staff will be allowed to visit work areas of the employees during business 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 Federation, or the Federation Chapter President, may post information for members.

Section 5. The Federation staff shall have the right to inspect an employee's personnel file with the exception of medical information unless the employment issue involves medical matters, and the employee provides a written release, 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 Employer representative during time arranged in advance. No personnel files may be removed from the Employer's premises.

Section 6. The Federation 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 Federation. 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 Federation representatives shall receive ample opportunity to provide membership information to Federation-represented positions during the employee onboarding process. The Employer and the Federation 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. FEDERATION SECURITY

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

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 Federation. 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 Federation.

Section 3. The Employer will provide the Federation 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 Federation.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. The Employer retains the rights provided for in § 39-31-303, MCA, which states that 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

Section 1. During the term of this Agreement, neither the Federation nor any of its officers, agents or any employees covered by this Agreement, will cause, sanction, or take part in any strike or any other interference with the operation of the Employer's business.

ARTICLE 6. NON-DISCRIMINATION

Section 1. Employer will comply with all [§ 49-3-201, MCA](#), more commonly referred to as the Governmental Code of Fair Practices, including that it will 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 Federation 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.

Subsection 1. Employment of state and local government personnel. 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.

Subsection 2. All state and local governmental agencies shall:

1. promulgate written directives to carry out this policy and to guarantee equal employment opportunities,
2. regularly review their personnel practices to assure compliance, and
3. conduct continuing orientation and training programs with emphasis on human relations and fair employment practices.

Subsection 3. The Department of Administration shall ensure that the entire examination process, including appraisal of qualifications, is free from bias.

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

Subsection 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 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. Employees may take 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.

Subsection 1. 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 two hours for each such call-out. This provision does not apply to work that is essentially a continuation of the workday, or that is a result of the employee's decision 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. The Employer may not change an employee's permanent schedule without providing the employee with 10 business days' notice of change.

Section 7. Wages

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

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. All full-time bargaining members will have their pay reflect the minimum market value for their position on July 1, 2025. No full-time bargaining member will be hired lower than the minimum market value after the signing of this contract. Going forward, all bargaining members will be hired at minimum market value or higher.

Subsection 5. Employer will consider moving full-time bargaining members who have worked at the OPI for more than 10 years to mid-market pay if the budget allows and accounting for competing budgetary considerations.

Subsection 6. 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 one year. 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 7. Promotions and demotions. The following provisions apply, unless the Superintendent of Public Instruction makes an exception under special circumstances, with notice to the Federation.

1. 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 6, above.
2. 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 6, above.

Subsection 8. 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 Federation.

Subsection 9. Reclassifications. Reclassification of a position that results in a change 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 10. Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period, that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

Section 8. 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%.

Section 9. Any changes or modifications to OPI Policy No. 6.1.17, Telework, Remote Work, and Hybrid Work, will be addressed through the processes outlined in Articles 15 and 16.

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 one and one-half 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 the Employer.

Section 2. Upon mutual agreement between the employee and the Employer, 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 one and one-half hours for each hour of overtime worked.

Subsection 2. Non-exempt compensatory time may not be accrued beyond 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.

Subsection 5. 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 a time-for-time basis in half-hour increments for all authorized time worked in excess of 40 hours per week.

Subsection 2. 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 3. 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 4. 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 workweek, such travel time shall be compensated in accordance with the terms of Article 8.

Section 6. 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
Indigenous Peoples' Day and 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 business day immediately before the holiday or on the first regularly scheduled business day immediately after the holiday.

Section 3. Work on a Holiday – Working on any holiday requires pre-approval.

Subsection 1. Non-exempt employees:

1. An employee who is designated as non-exempt under the Fair Labor Standards Act (FLSA) and who is approved by the Employer 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 the Employer's discretion. The employee may either:
 - a. 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,
 - b. 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.
2. 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 Indigenous Peoples' Day and Columbus Day holiday in exchange for another day before March 31st 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 [2-18-612](#), 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 their 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. 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.

Section 2. Grievance Procedure.

Step 1 – Immediate Supervisor

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 10 business days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 10 business days from receipt of the grievance to respond in writing.

Step 2 – Human Resources

If the grievance is not resolved at Step 1, the grievance may be submitted by the Union in writing within 10 business days from the immediate supervisor's or management designee's response to Step 1. The grievance must be submitted to the human resources manager. Human resources shall refer the grievance to the appropriate manager for a response. That manager shall have 10 business days from receipt of the grievance to respond in writing.

Step 3 – Agency

If the grievance is not resolved at Step 2, the Union may submit the grievance to the agency head or designee within 10 business days of the Step 2 response. The agency head or designee shall have 10 business 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 10 business 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. The Federation reserves the right to file grievances based on violations of the union contract.
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 12. SENIORITY

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.

Section 2. 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 business 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. On January 1st, of each year, and upon request from the Federation Chapter President, the Employer shall give a list of all OPI bargaining unit members

and their seniority status to the Federation 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. The employer 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.

Subsection 1. 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 two years after being placed in the personnel file. If the employee has formal discipline for like behaviors within the two-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 1st of each year, the Employer shall give a list of all OPI bargaining unit members and their seniority status to the Federation Chapter President.

Section 2. The Employer shall give the Federation 10 business 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 Federation will be advised whenever changes in policy are being considered, leaving 30 calendar days for comment and discussion prior to changes being implemented.

Section 4. Upon request, the Employer shall provide to the Federation 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

Section 1. Standard Operating Procedures, which have been established by the Employer, that impact working conditions, will not be changed during the term of this Agreement unless the Employer first notifies the Federation 30 calendar days prior to changes and affords the Federation 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 Federation 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

Section 1. The Employer and the Federation 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

Section 1. 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

Section 1. This Agreement shall be effective as of the first day of July 2025 and shall remain in full force and effect through the 30th day of June 2027. 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 Federation will meet to reopen negotiations in sufficient time to permit adequate negotiations on economic matters.

Section 2. The Federation shall have the right to engage in concerted activity after December 31, 2026, for matters pertaining to wages and economic benefits in the Fiscal Years 2027-2029 biennium.

THIS AGREEMENT is signed and dated this 7/2/2025.

STATE OF MONTANA:

Signed by:



5765C08D4979489
Susie Hedalen, Superintendent
Office of Public Instruction

Signed by:



38263909E2BE4DB
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

THE FEDERATION:

Signed by:



5B16E062DB3E472...
Justin Hawkaluk, Field Representative
MFPE

DocuSigned by:



82F8BE423F0E423...
Marla Swanby, Chapter President
MFPE Local #8523

ADDENDUM A. BROADBAND PAY PLAN

Effective July 1, 2025 – June 30, 2027

Job Code	Job Code Title	Hourly Base	Hourly Max
A9J02B	Program Manager	\$45.94	\$73.54
B12011	Purchaser 1	\$21.49	\$32.23
B12012	Purchaser 2	\$26.86	\$40.29
B14011	Compliance Specialist 1	\$22.72	\$34.07
B14021	License Examiner 1	\$20.51	\$30.77
B1J011	Program Specialist 1	\$24.99	\$37.49
B1J012	Program Specialist 2	\$31.24	\$46.86
B1J091	Program Officer 1	\$19.95	\$27.95
B1J101	Business Analyst 1	\$23.53	\$35.29
B1J102	Business Analyst 2	\$30.32	\$45.48
B1J103	Business Analyst 3	\$37.90	\$56.85
B1J051	Administrative Specialist 1	\$22.32	\$33.47
B1J052	Administrative Specialist 2	\$28.76	\$43.14
B21012	Accountant 2	\$27.76	\$41.64
B21013	Accountant 3	\$33.66	\$50.49
B21021	Auditor 1	\$22.72	\$34.07
B23011	Budget Analyst 1	\$23.33	\$34.99
B23012	Budget Analyst 2	\$29.43	\$44.14
B29011	Payroll Specialist 1	\$26.54	\$39.81
C1C011	IT Systems Analyst 1	\$33.08	\$49.63
C1C022	IT Security Specialist 2	\$37.15	\$57.99
C1C023	IT Security Specialist 3	\$46.44	\$72.49
C1D023	Software Developer 3	\$41.10	\$61.65
C1E012	IT Systems Administrator 2	\$39.37	\$59.06
C1E021	Database Administrator 1	\$28.01	\$42.01
C1F011	IT Systems Support 1	\$22.71	\$31.81
C1F012	IT Systems Support 2	\$27.73	\$38.84
C23011	Research Analyst 1	\$25.36	\$38.03
C23012	Research Analyst 2	\$29.14	\$43.72
G21012	Paralegal 2	\$29.30	\$43.95
H93011	Instructional Coordinator 1	\$27.36	\$41.03
I33011	Public Relations Specialist 1	\$26.60	\$39.91
J13011	Dietitian Nutritionist	\$26.72	\$40.08
Q33021	Accounting Technician 1	\$16.03	\$22.46
Q61022	Administrative Assistant 2	\$18.57	\$26.02
Q61023	Administrative Assistant 3	\$21.73	\$30.44
Q92011	Data Processor 1	\$12.69	\$17.77
Q92012	Data Processor 2	\$15.37	\$21.53
Q95012	Mail Courier 2	\$14.68	\$20.57
T97011	Maintenance Worker 1	\$16.88	\$23.65