



**2023-2026**

**NEGOTIATED AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES OF SCHOOL DISTRICT  
NO. 1 AND A  
AND  
THE GREAT FALLS ASSOCIATION OF  
EDUCATIONAL OFFICE PERSONNEL LOCAL # 7795  
OF  
MONTANA FEDERATION OF PUBLIC EMPLOYEES  
(MFPE)**

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## ARTICLE I – DEFINITIONS

**Section 1 – School District:** For the purpose of this agreement, the term Board shall mean the Board of Trustees of Great Falls Elementary District No.1 and the Great Falls High School District A, Great Falls, Montana, or its designated agents or representatives.

**Section 2 – Association:** For the purposes of this agreement, the term Association shall refer to the Great Falls Association of Educational Office Personnel Local # 7795 of the Montana Federation of Public Employees (MFPE) or its designated agents or representatives.

**Section 3 – Appropriate Unit:** The Association shall represent all regularly-employed clerk-typists, bookkeepers, secretaries, and clerks employed by the Board who works up to forty (40) hours a week and shall exclude temporaries and substitutes who work less than thirty (30) consecutive workdays.

**Section 4 – Employee:** The term employee, as used herein, shall mean a member of the appropriate unit as defined in this agreement.

**Section 5 – Temporary Employee:** Temporary employees are those employees with no expectation of continued employment, and they shall not advance on the salary schedule, and they shall not accrue seniority.

**Section 6 – Part-time Employee:** A part-time employee is an employee who works less than 40 hours a week.

**Section 7 – Seasonal Employee:** An employee assigned to a full-time position for which the School District has a permanent need, but which is interrupted by the seasonal nature of the job.

## ARTICLE II - RECOGNITION OF REPRESENTATIVE

**Section 1 – Recognition:** The Board recognizes the Association as the exclusive representative of the employees employed by the Board as defined in Article I, Section 3.

## ARTICLE III - RIGHTS OF THE PARTIES

**Section 1 – Effect:** Except as otherwise provided herein or by State laws, neither the School District, the Association, nor any employee shall be denied any rights as may exist under Montana law or any other applicable laws or regulations.

**Section 2 – Non-Discrimination:** The Board and the Association agree that the original selection or selection for promotion will be done in such a manner as to provide equal opportunity for all without regard to race, color, religion, sex, age, national origin, or any other non-job-related factors.

**Section 3 – Right to Organize:** The Board hereby recognizes that the employees have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations.

**Section 4 – Information:** The Board agrees to furnish to the Association, upon written request, all information deemed public per Montana Code Annotated, or other information as allowed by any other agency/court of appropriate jurisdiction.

**Section 5 –Union Business:** Representatives of the Association will be permitted to transact Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations and permission is obtained from the proper authority.

Employees are entitled to their current rate of pay for mutuality agreed upon bargaining meetings that are scheduled during an employee’s normal workday or meetings wherein a member or the District requests the support of a union representative (i.e., Weingarten rights or grievance processing).

**Section 6 – Employee's Personnel File:** An employee's personnel file shall be open to that employee or the employee's attorney in fact. This shall include all evaluation reports as developed by the Board and any other reports or comments included in the personnel file.

**Section 7 - Access to New Hires:** During onboarding of new employee(s), the Association shall have access to newly hired bargaining unit members in order to distribute Association information. The Association shall work with the HR Department to determine the method and timing of said interaction/distribution of materials. Upon request the District shall provide a list of all Association members (including hire date).

**Section 8 – Communication:** The Association shall have the right to use the District’s email, inter-school mail facilities, and school mailboxes. Except as provided by 2-2-121 MCA, neither school mail nor email may be used by the Association for the purpose of supporting/opposing or informing its members about any ballot issue or candidate for public office. All mail sent by the exclusive representative shall be clearly identified as being issued by the Association. The Association shall have exclusive use of some portion of a bulletin board currently used for employee notices. The Association acknowledges that the use of District’s email is subject to the open meeting law and may be accessed at any time by the District (with or without the Association’s knowledge).

#### **ARTICLE IV – DUES**

**Section 1 – Association Membership:** No current or future employee shall be required to become a member of the Association.

**Section 2 – Authorized Deductions:** Pursuant to Section 39-31-203 MCA, upon written authorization from a member of the bargaining unit, the District shall deduct from the pay of that employee the monthly amount of dues as certified by the Association and shall deliver the dues to the treasurer of the Association. In situations where net pay after taxes and other deductions is not enough to fund dues deductions, no deduction will be taken. In order for a deduction to be made for a given month, the authorization form must be received by the School District no later than the fifth day of said month.

**Section 3 – Hold Harmless:** The Association will indemnify, defend, and save the Board and the District harmless against any and all claims, demands, or suits made or initiated against the District or the Board including judgments, court costs, attorney's fees, and other costs in defense thereof, resulting from any application or non-application of this Article or any other membership dues or representation fees provisions of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

## ARTICLE V - MANAGEMENT RIGHTS

**Section 1 – Management Rights:** All functions, rights, powers, or authority of the administration of the District which are not limited by the express language of this agreement are retained by the Board. Neither this agreement nor the act of any meeting, conferring, or negotiating, shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. Management of the District and the direction of its employees are vested exclusively in the Board in all such areas, but not limited to the following:

- A. Direct employees covered by this agreement;
- B. Hire, retain, promote, transfer, suspend, discharge, and assign employees;
- C. Relieve employees from duty because of lack of work or loss of revenue;
- D. Establish, modify, delete, and enforce reasonable rules and regulations;
- E. Determine the methods, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the right to designate the work to be performed by the District or others, and the places and the manner in which it is to be performed.

All employees are protected by the language of this agreement. The above language does not supersede other language of this agreement.

## ARTICLE VI - WORKING HOURS

**Section 1 – Regular Hours and Overtime:** The workday shall normally consist of eight (8) consecutive hours including two fifteen (15) minute breaks and exclusive of a lunch period of not less than thirty (30) minutes and not more than one hour (60 minutes). Duration of lunch period and the scheduling of breaks is to be determined by building principal or employee's immediate supervisor.

The work week shall be five (5) consecutive days totaling forty (40) hours per week.

Overtime rates shall apply on all work done in excess of forty (40) hours per week. The overtime rate is one and one-half (1-1/2) times the regular rate of pay for all work suffered or permitted. Overtime shall be approved by the employee's immediate supervisor before the time is worked.

**Section 2 – 4-10 Work Week:** When students are not in session an employee, or group of employees, with the mutual agreement between them and their supervisor, may arrange to work a four-day, ten-hour workday schedule. In the event a holiday falls during a day the employee is scheduled to work ten hours, the holiday shall only be counted for eight of those ten hours. The employee shall have the option to take leave for two hours, arrange to make up the time during the work week the holiday falls, or elect to take two hours of leave without pay.

**Section 3 – Holidays:** Employees shall be granted the following holidays without loss of pay:

1. Labor Day
2. Thanksgiving Day
3. The Friday following Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. President's Day
7. Memorial Day
8. Fourth of July
9. Good Friday

Should a holiday fall on a Saturday then the preceding Friday is the holiday. Should a holiday fall on a Sunday then the proceeding Monday is the holiday.

Should the school calendar dictate that school is in session on any of the aforementioned days, representatives of the School District and the Association shall meet and mutually agree on other days(s) to be taken as holidays.

Christmas Eve afternoon (December 24) and New Year's Eve afternoon (December 31) shall be holidays for twelve-month employees only when that day is a regularly-scheduled workday for the individual employee.

Should attendance on the job be required for part of any of the days noted above, personnel will, in addition to holiday pay, be paid time and one-half (1-1/2) for hours worked.

When less than four (4) hours of employment is required, exclusive of the established lunch period, on any of the days noted above, the rate of pay, in addition to holiday pay, shall be two (2) times the regular rate of pay.

## **ARTICLE VII – LEAVES**

**Section 1 – Sick Leave:** Each employee of the School District is entitled to and shall earn sick leave credits from the first full pay period of employment. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of sick leave days that may be accumulated. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one year.

An employee may not accrue sick leave credits during a leave of absence without pay. Employees are not entitled to be paid for sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to sick leave credits earned.

An employee who terminates his/her employment with the School District is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to his/her sick leave. The pay attributed to his/her accumulated sick leave shall be computed on the basis of the employee's final salary or wage.

Sick leave may be used for illness suffered by the employee or his immediate family. The immediate family shall be defined as father, mother, sister, brother, husband, wife, son, daughter, step-son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's wife, sister's husband, spouse's sister, spouse's brother, child's spouse, step child's spouse. A doctor's report may be required by the School District if an employee is absent from work for illness of the employee or his immediate family.

Abuse of sick leave is cause for disciplinary action up to and including dismissal and forfeiture of the lump-sum payments referred to above.

**Section 2 – Sick Leave Donation:** If eligible donor and receiver both have worked the required state law number of days to use sick leave, an employee shall have the right to donate, in writing, accrued sick leave to an employee within the Unit of their choice for the employee's personal illness or physical disability beyond the ill employee's own accumulated sick leave. No employee may receive more than twenty (20) days of donated sick leave during any school year.



### **Section 3 - Bereavement Leave:**

1. Employees shall be allowed up to three (3) days at full pay for absences from work for each occurrence of death in the employee's immediate family or for any other member of the employee's immediate household. This leave allowance is in addition to other leaves allowable in this contract. Immediate family shall be defined as employee's father, step-father, father's brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent, grandchild, brother's wife, brother's child, sister's husband, sister's child, spouse's father, spouse's mother, spouse's sister, or spouse's brother, step child's spouse.
2. Bereavement leave, as defined in this article, may be extended by the use of sick leave with prior approval. The Leave Request Form must be completed.
3. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in this Article. Administration may require documentation. The Leave Request Form must be completed.
4. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

**Section 4 – Vacations:** Each full-time employee of School District No. 1 is entitled to and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of six (6) calendar months.

Vacation credits shall be earned in accordance with the following schedule:

1. From one (1) full pay period through ten (10) years of employment at a rate of fifteen (15) working days for each year of service;
2. After ten (10) years through fifteen (15) years of employment at the rate of eighteen (18) working days for each year of service;
3. After fifteen (15) years through twenty (20) years of employment at the rate of twenty-one (21) working days for each year of service;
4. After twenty (20) years of employment at the rate of twenty-four (24) working days for each year of service.

Permanent, part-time employees are entitled to pro-rated annual vacation benefits.

Seasonal employees shall be granted vacation days with pay during the regular school term as follows:

1. The two (2) days of the annual State Teachers' Convention.
2. Those non-workdays, excluding holidays, between the last school day in December and the first day of school in January. Seasonal employees called to work for part or any of these days shall be paid at the regular hourly wage.
3. In all cases those days used for vacation or pay purposes must have been earned.

**Section 5 – Jury and Witness Duty:** The Board agrees to provide leave with pay for any employee called for jury duty or properly subpoenaed to serve as a witness. The employee agrees to endorse the jury or witness duty fee payment, excluding reimbursement for travel, meals, and lodging, over to the District within sixty (60) calendar days from the last day on which jury or witness duty was served, or deduct the absence from accumulated vacation leave. One copy of the jury summons or valid subpoena shall be submitted to the District with the leave request.

**Section 6 – Personal Day:** All employees shall be granted one (1) Personal Leave Day on July 1st of each school year; 2080-hour employees shall receive an additional personal day for a total of 2 days. To use the leave the employee must have prior approval from their Supervisor. The leave must be used by June 30th, and will not be carried over from year to year. The leave may be used in half-day increments.

**Section 7 – Association Leave:** The employees who are elected or appointed to represent the Associations may be granted leave to attend state, regional or national meetings and conventions as follows: July 1 of each year the Association shall be credited with two (2) days of such leave to be used during the school year but not carried over to the ensuing school year. Leave requests to use said leave will be submitted and subject to the same terms as Personal Leave.

## **ARTICLE VIII - JOB SECURITY**

**Section 1 – Probationary Period:** In-district employees who have successfully completed their probationary period with the district and transfers into a position in the bargaining unit shall serve a 6-month probationary period. All others serve a 1 calendar year probationary period.

**Section 2 – Dismissal:** The employer shall have the right to interview potential employees without obligation, shall have entire freedom of selection, and may reject employees after trial. After successful completion of probation, no employee will be disciplined, reprimanded, warned, reduced in compensation, suspended, or terminated without just cause.

**Section 3 – Vacancies or New Positions:** The Human Resources Office shall advertise all bargaining unit positions concurrently internally and externally for at least five (5) working days. All applying bargaining unit employees who meet the minimum qualification for the position will be offered an interview.

During the interview portion of the process, selection shall be made based upon qualifications, capabilities, and relative work experience. Where qualifications, capabilities and relative work experience are substantially equal, the most senior employee shall be awarded the position.

The bargaining unit President or their designee shall serve on the interview committee(s) for bargaining unit positions.

**Section 4 – Involuntary Transfer:** In the event that a bargaining unit position is targeted for elimination or a reduction of hours, management shall make every effort to transfer the employee in that position to a vacant bargaining unit position that is of the same classification level, hours of pay, and the employee is minimally qualified to perform. The employee shall have three (3) working days to decide whether or not to accept the involuntary transfer. If the employee denies the transfer, then the District has met their obligation to the employee, and that employee shall be terminated from their employment with ten working days' notice. Involuntary transfers in all other circumstances shall be avoided except under the following circumstances: emergencies, legal mandates and other strong business necessities that are in the best interest of the District. In no circumstances shall the involuntary transfer be for arbitrary and capricious reasons.

**Section 5 – Ten-month summer work:** All ten-month employees who wish to be considered for additional summer work with the District may notice the Human Resources Office of their intent to be placed on the roster. The District reserves the right to hire employees, as it deems appropriate, whether the employees are on the list or not. The purpose of the roster is simply to provide notice to the District of an employee's desire to perform additional work.

## ARTICLE IX – PERSONNEL FILES

**Section 1** - Bargaining unit members shall have the right, upon written request, to review the contents of their personnel file, except for the confidential items received by the Board prior to the member's employment. The bargaining unit member may be accompanied by a representative if desired. One copy of any materials placed in the bargaining unit member's file following employment by the Board will be made available to the member without cost upon written request.

**Section 2** - The member will be notified of all additions to his/her personnel file with the exception of:

- a) Items received from or requested by the member or items where the member has been given a copy.
- b) Items bearing the bargaining unit member's signature.

**Section 3** - All items in the member's file shall be identified as to the source.

**Section 4** - The member shall have the right to answer any material filed, and his/her answer shall be reviewed by the Human Resources Director and attached to the file copy.

**Section 5** - If any administrator or supervisor other than the Human Resources Director and his/her staff or the member's representative requests the right to see a member's personnel records, the name of the person(s) making the request and the date the request was granted will be recorded and placed in the member's personnel file.

## ARTICLE X – INSURANCE

**Section 1 – Insurance:** Eligible employees shall receive the same contribution as GFEA for Health Insurance. "Full-time employee" means an employee who normally works forty (40) hours a week on a regular basis. "Part-time employee" means an employee who normally works less than forty (40) hours per week.

**Section 2 – Job Related Accidents:** For absences caused by job related accidents, the District will fully pay all health and hospital insurance premiums for six (6) working days following the accident for the employees who are not in a pay status.

**Section 3 – Life Insurance:** All full-time, permanent employees shall be provided term life insurance in the amount of \$20,000. Life Insurance shall be provided in accordance with the plan document from the Life Insurance Provider.

**Section 4 – Duration of Insurance Contribution:** An employee is eligible for School District contribution as provided in 10.1 above, beginning on the first business day of the month following the employee's first day of work as a member of the bargaining unit and shall remain so long as the employee is employed by the School District. Upon termination of employment, all District contributions shall cease.

**Section 5 – Claims against the School District:** It is understood that the School District's only obligation is to make such contributions as agreed to herein and no claim shall be made against the School District as a result of a denial of insurance coverage or benefits by an insurance carrier.

## ARTICLE XI - NO STRIKE

**Section 1:** Should an issue be raised which alleges a breach of an express provision of this Agreement, no employee, group of employees, or the Association shall engage in or cause any strike, slowdown, or other refusal to render full and complete services to the School District. Any such issue shall be settled in the manner prescribed in Article XI.

**Section 2:** In the event of any strike, including, but not limited to, a sympathy strike or a strike resulting from allegations of an unfair labor practice, or any other concerted activity, the Association agrees to immediately instruct employees violating this provision that said activity is not authorized by the Association and is in violation of this Agreement and that such employees are to discontinue said activity and immediately return to work. If these employees do not resume work immediately upon being so instructed by the Association and/or the Board, these employees shall be subject to discipline up to and including dismissal or termination.

## ARTICLE XII - GRIEVANCE PROCEDURE

**Section 1:** A grievance is a signed, written complaint alleging a dispute between the parties involving the application, meaning, or interpretation of this Agreement. The signed grievance shall include specific dates and times of the alleged violation, witness if applicable, specific contract provisions violated and remedy sought.

Level 1: The affected employee, who may have an Association representative present, shall present to the employee's immediate supervisor a signed, written complaint alleging a breach of an express provision of this Agreement within fifteen (15) calendar days following the date that the alleged grievance occurred. At this meeting an attempt to resolve the grievance through informal discussions between the employee and immediate supervisor shall be made.

Level 2: In the event the grievance is not resolved at Level 1, the grievance may be appealed to the Human Resources Manager, provided such appeal is made in writing within seven (7) calendar days after the Level 1 meeting. If a grievance is properly appealed to the Human Resources Manager, the Human Resources Manager or his designee shall meet with the grievant, who may have an Association representative present, within fourteen (14) calendar days after receipt of the written appeal. Within fourteen (14) calendar days after the meeting, the Human Resources Manager or his designee shall issue a decision in writing to the employee and Association representative, if present during the meeting.

Level 3: If the grievance is not resolved at Level 2, the grievance may be presented to the Board of Trustees for consideration, if a written request is received by the by the Human Resources Manager within seven (7) calendar days following the written decision at Level 3. The Board of Trustees reserves the right to review or not to review any grievance.

Level 4: Should the Board of Trustees choose not to hear the grievance or if the Board of Trustees' decision is not satisfactory to the grievant, the local Association may submit the grievance to arbitration, provided a notice of appeal is filed with the Human Resources Manager within ten (10) calendar days of the receipt of the decision of the Board of Trustees.

Upon submission of a grievance to arbitration the parties shall, within seven (7) calendar days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached within seven (7) calendar days, either party may request the Board of Personnel Appeals to submit a list of five names. Within seven (7) calendar days of receipt of the list, the parties shall select an arbitrator by striking two names from the list in alternate order, and the name so remaining shall be the arbitrator.

**Decision:** The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by Montana law.

**Expenses:** Each party shall bear its own expenses in connection with the arbitration including expenses related to the party's representatives, witnesses, and other expenses which the party incurs in connection with presenting its case in arbitration. The parties shall share equally fees and expenses of the arbitrator. A transcript or recording may be made of the hearing at the request of either party. The cost of the transcript or recording is borne by the requesting party. If unilaterally requested, the other party shall receive a copy at no cost.

**Jurisdiction:** The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

The Board and Association shall make every reasonable effort to disclose all evidence to the other party prior to the arbitration hearing.

### **ARTICLE XIII – SENIORITY**

**Section 1 – Definition:** Seniority in the appropriate unit means the total length of continuous full-time service in the unit while employed with the District commencing with the first day of actual service, including authorized leave of absences approved by the Board. The District will compile a seniority list of those affected by a lay-off at the time of the layoff.

**Section 2 – Process:** If the District elects to reduce staff, the order of reduction shall be in order of seniority, i.e., the employee last hired shall be the first released unless there is no one on the work force who is equally capable of fulfilling that person's responsibilities, or in meeting or exceeding that person's experience and/or capabilities at the time of layoff. Employees who are scheduled to be released shall be given at least thirty (30) calendar days' notice.

**Section 3 – Recall:** All recall rights to employment shall likewise be in order of seniority (subject to comparability in performance as indicated in number 2 above), i.e., the last employee released as a result of a reduction in force shall be the first hired when the employer, within 120 calendar days of the notification of reduction in force, needs additional employees. The employer shall notify by registered or certified letter such employees to return to work and furnish the Association one copy of such notification. If the employee fails to notify the employer within seven (7) calendar days of the mailing date of the employee's intention to return to work, the employee shall be considered as

having forfeited the employee's right of employment. It is the employee's responsibility to notify the District of his/her whereabouts at all times.

**Section 4 – Forfeiture:** An employee shall lose seniority for any of the following reasons:

1. If dismissed and not subsequently reinstated
2. Retirement
3. Resignation
4. Overstaying a leave of absence

### **ARTICLE XIII - ELECTION OF STATUTORY OR CONTRACTUAL PROCEDURES & WAIVER**

In the event that an employee is disciplined, reprimanded, reduced in compensation, suspended, terminated, dismissed, laid off, or other District action is taken within the language of this contract, the employee and his/her representative, the MFPE together and as one, shall have the right to pursue either statutory or contractual grievance procedure rights and remedies but not both. In the event that the employee and the Association, or either one alone, formally initiate any judicial or administrative procedures against the District, it is expressly agreed by the employee and the union that all contractual grievance procedures contained in this contract are forever waived, shall not apply, and shall have no force or effect. In the event that the contractual grievance procedure is initiated, the signed grievance shall contain an acknowledgment that all statutory rights, and statutory remedies are expressly and forever waived.

Nothing in this provision shall limit an individual right to file a human rights complaint, or other legally acceptable complaint.

### **ARTICLE XIV – SALARY**

**Section 1 – Funding:** The Association recognizes that the District's ability to fund the economic benefits contained in the Agreement is dependent upon such contingencies as passage of special mill levies, legislative appropriations, and other revenues. Should there be a significant decrease in revenue, as determined by the Board of Trustees, which impairs the ability of the District to fund economic and other benefits contained in this Agreement, the parties shall immediately reopen the Agreement to negotiate the provisions herein that are affected by the economic impact. It is agreed that if this provision needed to be utilized that the contract would be reopened only if other employee contracts are reopened.

**Section 2: Salary Schedule:**

8%                      2023-2024                      \$ 0.55                      2024-2025                      \$ 0.60                      2025-2026

	I	II	III	IV
1	\$14.73	\$15.53	\$16.43	\$18.12
2	\$14.73	\$15.53	\$16.43	\$18.12
3	\$14.73	\$15.53	\$16.43	\$18.12
4	\$15.25	\$16.08	\$16.98	\$18.67
5	\$15.25	\$16.08	\$16.98	\$18.67
6	\$15.82	\$16.59	\$17.50	\$19.19
7	\$15.82	\$16.59	\$17.50	\$19.19
8	\$15.93	\$16.72	\$17.60	\$19.30
9	\$15.93	\$16.72	\$17.60	\$19.30
10	\$16.95	\$17.77	\$18.63	\$20.33
11	\$16.95	\$17.77	\$18.63	\$20.33
12	\$17.12	\$17.94	\$18.80	\$20.50
13	\$17.12	\$17.94	\$18.80	\$20.50
14	\$17.12	\$17.94	\$18.80	\$20.50
15	\$17.28	\$18.09	\$18.96	\$20.66
16	\$17.28	\$18.09	\$18.96	\$20.66
17	\$17.49	\$18.28	\$19.16	\$20.85
18	\$17.49	\$18.28	\$19.16	\$20.85
19	\$17.49	\$18.28	\$19.16	\$20.85
20	\$17.56	\$18.36	\$19.23	\$20.93
21	\$17.56	\$18.36	\$19.23	\$20.93
22	\$17.73	\$18.54	\$19.40	\$21.09
23	\$17.73	\$18.54	\$19.40	\$21.09
24	\$17.73	\$18.54	\$19.40	\$21.09
25+	\$18.02	\$18.83	\$19.68	\$21.37

	I	II	III	IV
1	\$15.28	\$16.08	\$16.98	\$18.67
2	\$15.28	\$16.08	\$16.98	\$18.67
3	\$15.28	\$16.08	\$16.98	\$18.67
4	\$15.80	\$16.63	\$17.53	\$19.22
5	\$15.80	\$16.63	\$17.53	\$19.22
6	\$16.37	\$17.14	\$18.05	\$19.74
7	\$16.37	\$17.14	\$18.05	\$19.74
8	\$16.48	\$17.27	\$18.15	\$19.85
9	\$16.48	\$17.27	\$18.15	\$19.85
10	\$17.50	\$18.32	\$19.18	\$20.88
11	\$17.50	\$18.32	\$19.18	\$20.88
12	\$17.67	\$18.49	\$19.35	\$21.05
13	\$17.67	\$18.49	\$19.35	\$21.05
14	\$17.67	\$18.49	\$19.35	\$21.05
15	\$18.07	\$18.88	\$19.75	\$21.45
16	\$18.07	\$18.88	\$19.75	\$21.45
17	\$18.28	\$19.07	\$19.95	\$21.64
18	\$18.28	\$19.07	\$19.95	\$21.64
19	\$18.28	\$19.07	\$19.95	\$21.64
20	\$18.35	\$19.15	\$20.02	\$21.72
21	\$18.35	\$19.15	\$20.02	\$21.72
22	\$18.52	\$19.33	\$20.19	\$21.88
23	\$18.52	\$19.33	\$20.19	\$21.88
24	\$18.52	\$19.33	\$20.19	\$21.88
25+	\$18.81	\$19.62	\$20.47	\$22.16

	I	II	III	IV
1	\$16.40	\$17.23	\$18.13	\$19.82
2	\$16.40	\$17.23	\$18.13	\$19.82
3	\$16.40	\$17.23	\$18.13	\$19.82
4	\$16.40	\$17.23	\$18.13	\$19.82
5	\$16.40	\$17.23	\$18.13	\$19.82
6	\$16.97	\$17.74	\$18.65	\$20.34
7	\$16.97	\$17.74	\$18.65	\$20.34
8	\$17.08	\$17.87	\$18.75	\$20.45
9	\$17.08	\$17.87	\$18.75	\$20.45
10	\$18.10	\$18.92	\$19.78	\$21.48
11	\$18.10	\$18.92	\$19.78	\$21.48
12	\$18.27	\$19.09	\$19.95	\$21.65
13	\$18.27	\$19.09	\$19.95	\$21.65
14	\$18.27	\$19.09	\$19.95	\$21.65
15	\$18.67	\$19.48	\$20.35	\$22.05
16	\$18.67	\$19.48	\$20.35	\$22.05
17	\$18.88	\$19.67	\$20.55	\$22.24
18	\$18.88	\$19.67	\$20.55	\$22.24
19	\$18.88	\$19.67	\$20.55	\$22.24
20	\$18.95	\$19.75	\$20.62	\$22.32
21	\$18.95	\$19.75	\$20.62	\$22.32
22	\$19.12	\$19.93	\$20.79	\$22.48
23	\$19.12	\$19.93	\$20.79	\$22.48
24	\$19.12	\$19.93	\$20.79	\$22.48
25	\$19.41	\$20.22	\$21.07	\$22.76
26	\$19.41	\$20.22	\$21.07	\$22.76
27	\$19.69	\$20.50	\$21.35	\$23.04

**Section 3 – Salary Advancement:** Employees eligible to receive a salary matrix step increase during the subsequent school year shall receive their salary matrix step increase on July 1. For purposes of example only: If per the collective bargaining agreement an employee successfully completes their 5th year of employment with the district on February 3, 2010, they will receive their longevity salary matrix step increase on July 1, 2009.

**Section 4 – Differential Pay:** Any employee who is assigned to perform work in a position that is classified higher than his/her own position for another employee who is absent from his/her job for more than 8 hours (or is scheduled to be absent for more than 8 hours i.e., takes a day off) shall receive the higher rate of pay for the position. The temporary status change must be indicated on the employee timecard.

**Section 5 – Part-Time Holiday Pay:** The parties hereby agree that holiday pay for part-time employees will be prorated based on FTE. For example, a 12-month .50 FTE employee will work two hours on Christmas Eve/ New Year’s Eve and receive two hours of holiday pay if it is a regularly scheduled workday.

### **ARTICLE XV - SAVINGS CLAUSE**

Parties recognize that all provisions of this Agreement are subject to the laws of the State of Montana, Federal laws, and valid rules, regulations, and orders of State and Federal government agencies. Any provisions of this Agreement or application of this Agreement to any employee or group of employees found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect. The parties will meet not later than fourteen (14) calendar days after notification to both parties of such findings for the purpose of negotiations on the specific provision(s) found to be in violation. All other provisions shall remain in full force and effect.

### **ARTICLE XVI - EFFECTS CLAUSE**

1. This agreement constitutes the full and complete agreement between the Board and the Association. This agreement shall supersede any and all prior rules, policies, regulations, practices, agreements, or understandings concerning terms and conditions of employment heretofore in effect which shall be contrary to or inconsistent with the provisions of this agreement.
2. This agreement shall not be interpreted to eliminate past practices unless they are inconsistent with this agreement. It is recognized that certain hours and other conditions of employment may, by past practice, not conform to the express language of this agreement. These practices may continue during the term of this agreement or may be changed by the Board to conform or more nearly conform to the express language of this agreement.

### **ARTICLE XVII – MISCELLANEOUS**

1. Staff Development: Three (3) association-appointed and two (2) management-appointed members to a maximum of monthly labor-management committee to work on staff development and other mutual concerns. The committee shall make recommendations to the School District. The monthly meetings are subject to call by either side. If no calls to meeting - no meeting needed.
2. Per district policy If an employee is authorized to use their personal vehicle to conduct District business, said employee shall receive mileage for the use of that vehicle in accordance with mileage rates provided other District personnel who are authorized mileage for the use of their personal vehicle to conduct District business.



**ARTICLE XVIII - TERM OF AGREEMENT**

The terms and conditions set forth in this Agreement shall become effective July 1, 2023, and shall remain in full force and effect through June 30, 2026.

This Agreement will automatically be renewed and will continue in force and effect for additional periods of one year unless either party gives notice to the other party, prior to the expiration date or any anniversary thereof, of its desire to reopen certain provisions of this Agreement and/or additions to this Agreement, and to negotiate over the terms of these provisions.

In the event a successor agreement is not agreed upon before the termination date of this Agreement, all provisions of this Agreement shall remain in full force and effect until an agreement is reached.

Executed at Great Falls, Montana, this 14th day of December 2023.

SCHOOL DISTRICT NO. 1 & A

By: *Luke Diekhaus* Title: HR Director

MFPE  
By: *Daveen Pate* Title: Office Personnel President

By: *Ashlie Clark* Title: Office Personnel Negotiation Representative

## **PRINTER CENTER LEAD WORKER MOU**

The parties hereby agree that the current employee holding the position of Lead Worker shall continue to receive a \$.30 per hour differential. This payment shall cease when the current employee vacates said position, however the position (like all positions in the bargaining unit) are eligible to submit for a classification review to determine if they should be reclassified. This MOU shall sunset once the current Lead Worker vacates the position or is reclassified.

\*First added to the 2019-2021 contract.



# Signature Certificate

Reference number: GR7RE-QPUE7-9DTJW-3UZV3

## Signer

## Timestamp

## Signature

### Daneen Pate

Email: daneen\_pate@gfps.k12.mt.us

Sent: 14 Dec 2023 23:51:42 UTC  
Viewed: 15 Dec 2023 15:32:25 UTC  
Signed: 15 Dec 2023 15:33:11 UTC



### Recipient Verification:

✓ Email verified 15 Dec 2023 15:32:25 UTC

IP address: 69.145.82.192  
Location: Great Falls, United States

### Ashlie Clark

Email: ashlie\_clark@gfps.k12.mt.us

Sent: 14 Dec 2023 23:51:42 UTC  
Viewed: 15 Dec 2023 15:33:53 UTC  
Signed: 15 Dec 2023 15:34:10 UTC



### Recipient Verification:

✓ Email verified 15 Dec 2023 15:33:53 UTC

IP address: 69.145.82.226  
Location: Great Falls, United States

### Luke Diekhans

Email: luke\_diekhans@gfps.k12.mt.us

Sent: 14 Dec 2023 23:51:42 UTC  
Viewed: 14 Dec 2023 23:51:44 UTC  
Signed: 15 Dec 2023 21:45:15 UTC



### Recipient Verification:

✓ Email verified 15 Dec 2023 21:45:01 UTC

IP address: 69.145.82.195  
Location: Great Falls, United States

Document completed by all parties on:

15 Dec 2023 21:45:15 UTC

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