



Collective Bargaining Agreement
between
Great Falls Technology Association, MFPE
and
Great Falls Public Schools

July 1, 2025 to June 30, 2027

Table of Contents

| | |
|--|----|
| ARTICLE I - RECOGNITION | 4 |
| 1.1 Union Recognition | 4 |
| 1.2 Board Recognition | 4 |
| ARTICLE II - DEFINITIONS..... | 4 |
| 2.1 Bargaining Unit..... | 4 |
| 2.2 Union/Association..... | 4 |
| 2.3 Board..... | 4 |
| 2.4 Employees..... | 5 |
| ARTICLE III - RIGHTS OF THE PARTIES..... | 5 |
| 3.1 Information | 5 |
| 3.2 Association Business and Communication | 5 |
| ARTICLE IV - PAYROLL DEDUCTIONS | 5 |
| 4.1 Association Membership..... | 5 |
| 4.2 Authorized Deductions..... | 5 |
| 4.3 Hold Harmless..... | 5 |
| ARTICLE V - HOURS/WORKING CONDITIONS | 5 |
| 5.1 Hours..... | 5 |
| 5.2 Vacancies/Assignments..... | 6 |
| 5.3 Job Descriptions | 6 |
| 5.4 Bargaining Unit Work..... | 6 |
| 5.5 Professional Development | 7 |
| 5.6 Health & Safety..... | 7 |
| 5.7 Employee And Student Safety | 7 |
| 5.8 Labor Management Committee..... | 7 |
| ARTICLE VI - LEAVES/ABSENCES | 7 |
| 6.1 Sick Leave..... | 7 |
| 6.2 Sick Leave Bank | 7 |
| 6.3 Bereavement Leave..... | 8 |
| 6.4 Civic Leave | 8 |
| 6.5 Annual Leave | 8 |
| 6.6 Holidays | 9 |
| ARTICLE VII – COMPENSATION..... | 10 |
| 7.1 Wages | 10 |
| 7.2 Insurance | 10 |
| ARTICLE VIII - REDUCTION IN WORK FORCE | 10 |
| 8.1 Lay-off | 10 |
| ARTICLE IX - GRIEVANCE/ARBITRATION PROCEDURE | 11 |
| 9.1 Grievance Defined | 11 |
| 9.2 Step I..... | 11 |

| | |
|---|----|
| 9.3 Step II..... | 11 |
| 9.4 Step III | 11 |
| 9.5 Step IV | 12 |
| 9.6 Election of Remedy..... | 13 |
| 9.7 Time Lines | 13 |
| 9.8 Individual Rights..... | 14 |
| 9.9 Files..... | 14 |
| ARTICLE X - EFFECT OF AGREEMENT | 14 |
| 10.1 Agreement All Inclusive | 14 |
| 10.2 Zipper Clause | 14 |
| 10.3 Savings Clause | 14 |
| 10.4 Effect of Laws, Rules, and Regulations | 14 |
| 10.5 Funding | 14 |
| ARTICLE XI - DURATION | 14 |
| 11.1 No Strike Provision..... | 15 |
| 11.2 Effective Dates..... | 15 |
| 11.3 Signatures..... | 15 |
| Appendix A—Salary Schedule..... | 17 |

ARTICLE I - RECOGNITION

1.1 Union Recognition

The Board hereby recognizes the Great Falls Technology Association, Local 7584, affiliate of MFPE, NEA and AFT, as the exclusive representation of employees defined in the bargaining unit for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 8-99 on March 1, 1999.

1.2 Board Recognition

The union recognizes the prerogatives of the Board to operate and manage the school district in such areas as, but not limited to:

- A. direct employees;
- B. hire, promote, transfer, assign, and retain employees;
- C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
- D. maintain the efficiency of District operations;
- E. determine the methods, means, job classifications, and personnel by which District operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the Districts in situations of emergency;
- G. establish the methods and processes by which work is performed;
- H. establish, modify, delete, and enforce rules and regulations;
- I. determine the method, number, and kinds of personnel by which operations undertaken by employees are to be conducted, including the kind of work to be performed by employees or others, and the places and manner in which it is to be performed.

ARTICLE II - DEFINITIONS

2.1 Bargaining Unit

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 8-99 on March 1, 1999 is as follows: Certain public employees [as defined in Section 39-31-103(9), MCA] employed by Cascade County School District No. 1 & A, Great Falls, Montana as Technology Support Technicians, Technology Core Technicians and Technology Lead Technician.

2.2 Union/Association

The Association or Union is the Great Falls Technology Association unit of MFPE, National Education Association, American Federation of Teachers and its officers, agents, and representatives.

2.3 Board

The Board or District is the Board of Trustees of Cascade County School Districts 1 & A, Great Falls Public Schools and its agents or representatives.

2.4 Employees

Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the appropriate unit as defined in 2.1.

- A. Part-Time Employee: An employee hired by the District and scheduled to work less than forty hours per week during the school year.
- B. Probationary Employee: Any employee, hired after June 30, 2021, who has not yet worked one (1) calendar year of bargaining unit work. This probationary period shall apply to employees entering or reentering the bargaining unit; employees changing job classifications shall serve a thirty (30) work day probationary period.

ARTICLE III - RIGHTS OF THE PARTIES

3.1 Information

The Union and the Board agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Board and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, Section 39-31-101 et seq. MCA (1991).

3.2 Association Business and Communication

The Association shall have the right to use the District email, inter-school mail facilities, and school mailboxes, provided that this does not interfere with or interrupt normal school operations. The School District will not be responsible if Great Falls Technology Association, Local 7584, mail is inadvertently not delivered. School mail may not 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 Great Falls Technology Association, Local 7584. Transaction of Association business shall include the right to use a reasonable part of bulletin boards. The Association agrees to pay for any additional cost incurred by the School District as a result of any meetings.

ARTICLE IV - PAYROLL DEDUCTIONS

4.1 Association Membership

No current or future employee shall be required to become a member of the Association.

4.2 Authorized Deductions

Pursuant to Section 39-31-203 MCA (1995), 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.

4.3 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 of this Agreement. While assuming no liability, the district reserves the right to participate in its own defense.

ARTICLE V - HOURS/WORKING CONDITIONS

5.1 Hours

Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the District without specific authorization from his/her supervisor. Normal work hours shall be scheduled between 7:30AM and 4:30PM, Monday through Friday during the school year. The district reserves the right to establish an alternative work schedule if needed for a limited number of employees, only under predetermined circumstances or an emergency situation. Summer hours, with District's approval, may be 10-hour work days, Monday through Thursday, between the hours of 7:00 AM and 5:30 PM.

When called back to work on any day, the callback shall be for a minimum of two (2) hours, and the employee shall be paid at the overtime rate for time worked.

5.2 Vacancies/Assignments

- A. Posting: Whenever a bargaining unit vacancy or job opening occurs for a permanent fulltime position, the District shall advertise the position on the District's web site. If the aforementioned vacancy or job opening occurs during a time when the Administrative Bulletin is not published, the Association president shall receive notice from the district in the next pay check. Employees absent from duty shall assume responsibility for awareness of the vacancy or job opening.
- B. Applications: District employees may apply for any job opening or vacancy for which they are qualified. Seniority may be considered but shall not control.
- C. Assignments: Assignment of all employees shall be determined by the District (Section 39-31-303 MCA).
- D. Employees requesting a transfer who meet the qualifications listed in the job posting shall receive an interview. If all other factors, including qualifications, skills, and abilities are equal as determined by the employer, current staff shall be given employment preference over all other applicants for jobs covered under this agreement. This article applies to all bargaining unit positions as well as the positions in the data center, which were formally part of this bargaining unit. This article does not apply to vacancies filled from a layoff pool. Unsuccessful in-district applicants shall be so notified at the end of the selection process.

5.3 Job Descriptions:

When the District develops or revises a job description for any bargaining unit position, a copy of that new or revised job description shall be available to employees by contacting the appropriate central office administrator. MCA 39-31-3 (2023) provides for good faith by both parties to be obligated to negotiate changes in working conditions.

5.4 Bargaining Unit Work:

Both parties recognize the Unions right to bargaining unit work while also understanding that technology work is constantly evolving and what is considered bargaining unit work today next year may no longer be considered as such. Further it is recognized "others" i.e. teachers and other district employees may at times perform work that could arguably overlap with the Tech unit. With this uncertainty the parties agree to the following principals:

- A. At no time shall a bargaining unit member be laid off while a non bargaining unit members perform bargaining unit work.
- B. The Union and Management shall meet regularly to discuss this issue and ensure the "working balance" continues to be met.
- C. The parties shall work together to ensure members of the Bargaining unit are recognized as the Technology experts/leaders for the district.
- D. Any work performed by those outside the bargaining unit shall be limited in scope and time and under most circumstances be focused on the educational use of technology rather than the

“technical skill related jobs”.

5.5 Professional Development:

Technology employees shall be provided the opportunity to participate in at least twelve (12) hours of scheduled professional development within the fiscal year. Employees are encouraged to seek out professional development opportunities both for themselves and their peers and submit those ideas to the district for consideration. Professional development shall be instructed by a qualified individual and shall be, but is not limited to, of a nature to improve technical knowledge for assistance.

5.6 Health & Safety

A Safety and Health Committee consisting of members designated by the Association may bring forth recommendations to the District regarding such matters. The District may make changes or follow recommendations of the Committee with regard to employees doing hazardous work or work involving extraordinary training and preparation.

5.7 Labor Management Committee

Either party may request a labor management committee meeting. At the time of the request the requesting party shall provide a list of agenda items that they wish to discuss, the receiving party may also add items onto the agenda. The parties shall not be compelled to meet more than once per month unless mutually agreed upon.

ARTICLE VI - LEAVES/ABSENCES

6.1 Sick Leave

A. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service prorated based on hours worked, without restrictions as to the number of working days employee may accumulate. 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 the sick leave credits earned. An employee who terminates employment with the School District, is entitled to a lump-sum payment equal to one-fourth (1/4) of the pay attributed to accumulated sick leave. The pay attributed to accumulated sick leave, shall be computed on the basis of the employee's final salary or wage.

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

B. Sick leave may be used for illness suffered by the employee or his/her immediate family. Employees are encouraged to schedule all doctor's appointments outside of the duty day however it is recognized that this is not always possible. In the event the duties of the employee are sufficiently covered, sick leave may also be used for wellness visits and other medical related appointments. A doctor's report may be required by the employer if an employee is absent from work for illness of the employee or his/her immediate family after three business days.

Employees 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.

6.2 Sick Leave Bank

A bargaining unit member who is eligible to use sick leave may donate, in writing accrued sick leave days to another bargaining unit member of his/her choice for the recipient's personal illness or physical disability beyond the recipient's accumulated sick leave. No recipient may receive more than twenty (20) days of donated sick leave during any fiscal (July 1 - June 30) year. While using the twenty days of donated sick leave days, the recipient may not receive pay or compensation from any other plans which the District participates in, either in whole or part.

6.3 Bereavement Leave

- A. Employees shall be allowed to use up to three (3) days of bereavement leave 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. Employees 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. Verification for this absence may be requested by the District.
- B. Bereavement leave as defined in Article 6.3, may be extended by the use of sick leave with prior approval. The Request for Administrative Approval must be completed.
- C. Sick leave may be used for the funeral, memorial service or other related activities of a person outside of the definition in Article 6.3 (above). Administration may require documentation. The Request for Administrative Approval must be completed.
- D. Bereavement leave allowance is not cumulative from year to year. This shall be an emergency leave applicable for the particular occasion only.

6.4 Civic Leave

- A. Definitions
 - 1. "Jury duty leave" means an approved leave of absence with pay for an employee who has been properly summoned to serve as a juror in a court or judicial proceeding.
 - 2. "Witness leave" means a leave of absence with pay for an employee who has been properly subpoenaed to serve as a witness in a court, judicial proceeding, or administrative proceeding.
- B. Rate of Compensation
 - 1. An employee on authorized jury duty or witness leave shall receive his/her normal gross salary or wage. The employee shall collect all fees and allowances payable as a result of serving on jury duty or as a witness and forward the fees to the district clerk within 3 days of receiving them. If the employee chooses to charge his/her juror or witness time off against his/her annual leave, he/she shall keep all juror or witness fees paid by the court.
 - 2. A part-time employee will receive pro-rated compensation for those hours he/she is usually scheduled to work.
- C. Absences
 - 1. An employee shall inform, in writing, his/her immediate supervisor of the date and anticipated length of absence as soon as possible after being summoned or subpoenaed. An employee shall also furnish a copy of the summons or subpoena with the leave request form. Authorized jury duty or witness leave may only be charged against the employee's annual vacation time at the employee's option.

6.5 Annual Leave

- A. Annual leave time shall accrue at the rate established by the law as follows:
 - 1. From one (1) month through ten (10) years of employment - at the rate of one and one-quarter (1-1/4) working days for each month of service to a maximum of fifteen (15) working days for each year of service, prorated based on hours worked.
 - 2. From eleven (11) years through fifteen (15) years of employment - at the rate of one and one-half (1-1/2) working days for each month of service to a maximum of eighteen (18) working days for each year of service, prorated based on hours worked.
 - 3. From sixteen (16) years through twenty (20) years of employment - at the rate of one and three-fourths (1-3/4) working days for each month of service to a maximum of twenty-one (21) working days for each year of service, prorated based on hours worked.
 - 4. After twenty (20) years of employment - at the rate of two (2) working days for each month of service to a maximum of twenty-four (24) working days for each year of service, prorated based on hours worked.
- B. Annual leave time earned, but not used at the time of termination, shall be paid to the employee at his/her regular permanent classification remain effect on the employee's last day of work. Annual leave time shall be granted at the time requested, insofar as possible, subject to the needs of the District as established by the employees supervisor. There shall be no annual leave time granted until the employee has worked continuously for six months.
- C. All employees shall be granted two (2) Annual Leave "Plus" days on July 1 of each school year or date of hire. 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.
- D. During the week immediately preceding the start of school and the first week of school the use of Annual Leave in any form shall be prohibited. In the event an employee can demonstrate a substantial need, an exception may be granted on a case by case bases by the employee's supervisor.

6.6 Holidays

A holiday is a scheduled day off with pay to observe the following:

- A. New Years Day (January 1)
- B. Ground Hog Day (effective January 3, 2099)
- C. Presidents' Day
- D. Good Friday
- E. Memorial Day (Last Monday in May)
- F. Independence Day (July 4) (twelve month employees)
- G. Labor Day (First Monday in September)
- H. Thanksgiving Day (Fourth Thurs in Nov)
- I. The Friday following Thanksgiving
- J. Christmas Day (December 25)

If any of the foregoing fall on Saturday or Sunday the preceding Friday or succeeding Monday shall be a holiday. Should Christmas and New Year's day fall on a Saturday, all day Friday shall be a holiday. Should Christmas and New Year's Day fall on a Sunday, all day Monday shall be a holiday. Should the school calendar dictate that school be in session on any holiday(s) referenced herein, representatives of the Association and the district shall meet and mutually agree on another day(s) to be taken as holiday(s).

Christmas Eve Afternoon (December 24) and New Years Eve afternoon (December 31) shall be holidays for twelve month employees only when that day is a regularly-scheduled work day for the individual employees. Ten month employees shall be granted the Christmas Eve and New Year's Eve half day holiday only if they are scheduled to work December 23 and 30 as well as the morning of

December 24 and 31.

ARTICLE VII – COMPENSATION

7.1 Wages

- A. Wage Schedule: For the term of this agreement employees shall be paid no less than the wage rates contained in Appendix A, retroactive to July 1, 2025
Employees eligible to receive a longevity bonus during the subsequent school year shall receive their bonus on July 1. For purposes of example only: If per the collective bargaining agreement an employee successfully completes their 5th year of employment within the bargaining unit on February 3, 2010, they will receive their longevity bonus on July 1, 2009.

7.2 Insurance

- A. Contribution: During the term of the agreement, employees shall receive the same contribution as the GFEA.
- B. Duration of Insurance Contribution: An employee is eligible for School District contribution as provided in Section (A) above, beginning on the first day of the month following the employees 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.
- C. 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.
- D. 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.

ARTICLE VIII - REDUCTION IN WORK FORCE

8.1 Lay-off

Should the District determine to reduce the number of employees or to reduce the number of hours worked, the District shall select the employees to be affected and notify them accordingly pursuant to the following:

- A. A reduction in force or a layoff, as used herein, shall mean any suspension from employment arising out of a reduction in the work force (other than normal breaks in the school calendar such as summer and holidays).
- B. Seniority shall be defined as the total length of continuous service with the bargaining unit since the most recent date of hire. Seniority shall accrue back to the date of hire following the successful completion of probation.
- C. Seniority will not be broken by approved leaves of absence or layoff of less than twelve (12) months.
- D. An employee shall lose his/her seniority for any of the following reasons: termination, retirement, resignation, layoff in excess of twelve (12) months, failure to report for work after notice of recall or failure to report for work at the completion of an approved leave of absence.
- E. In the event a reduction in force takes place, the District will identify the positions or jobs to be discontinued, make appropriate reassignments and then lay-off the least senior employee provided there is a more senior employee qualified (with minimal or no re-training) to do the work. When recalling employees from layoff (other than normal breaks

in the school calendar), the most senior employee on layoff shall be first recalled if he/she is qualified and capable to perform in the available position.

- F. Grievance rights for violation of recall shall exist for up to twenty-one (21) months from the last day of actual work, but in no event shall a grievance be filed beyond the time limits described for the first level of the grievance procedure if the aggrieved party becomes aware of the occurrence of the grievance or, with reasonable diligence, should have become aware of the occurrence of the grievance.
- G. The District shall give written notice of recall by certified letter, return receipt requested, to said employee's last known address. The address as it appears on the District's records shall be conclusive when used in connection with recalls or other notices to the employee. It is the sole responsibility of the employee to notify the District of any change of address. If the District is not able to cause delivery of the notice of recall within fifteen (15) days of the date that such notice was sent, it shall result in a forfeiture of the employee's rights to recall.

ARTICLE IX - GRIEVANCE/ARBITRATION PROCEDURE

9.1 Grievance Defined

A grievance is defined as a written and signed complaint by an employee, whose employment is covered by this Collective Bargaining Agreement, alleging a violation of one or more provisions of this Collective Bargaining Agreement. The grievance must be filed within fourteen (14) calendar days of the alleged violation. The grievance must:

- A. specifically state the provision(s) of this Collective Bargaining Agreement which are alleged to have been violated;
- B. state clearly and concisely all facts which are the basis of the grievance; and
- C. it must specify the remedy requested which may not include action or relief extending retroactively beyond 15 days prior to the date of filing.

Any complaint or question relating to coverage or benefits provided or denied by any group insurance carrier/administrator is not subject to this grievance procedure.

Any complaint or question relating to the results of any evaluation is not subject to this grievance procedure.

9.2 Step I

Once the grievance has been filed, the grievant's immediate supervisor shall have seven(7) calendar days to respond in writing to the grievance. At the immediate supervisor's option he/she may hold a meeting with the grievant to discuss the grievance.

9.3 Step II

The grievant has seven (7) calendar days from receipt of the immediate supervisor's response in which to appeal the grievance to the School District Superintendent/designated representative. The School District Superintendent/designated representative shall have seven (7) calendar days to respond, in writing, to the grievance. At the Superintendent's/designee's option he/she may hold a meeting with the grievant to discuss the grievance.

9.4 Step III

The grievant has seven (7) calendar days from receipt of the School District Superintendent's/designee's response in which to appeal the response to the School District Board of Trustees. The Board of Trustees or representatives thereof shall conduct a meeting to discuss the merits of the grievance within forty-five (45) calendar days following receipt of the appeal.

9.5 Step IV

- A. Mediation: The Union has seven (7) calendar days from receipt of the written response of the Board of Trustees to submit the grievance to the Board of Personnel Appeals with a request to assign a Mediator to the dispute. The Mediator shall consult with the parties in an attempt to bring about resolution to the grievance. The Mediator shall not produce any records or testimony nor make any statement with regard to any Mediation conducted by him in any forum or proceeding before any court, board, investigatory body, arbitrator, or fact finder.
- B. Arbitration: If the Board of Personnel Appeals refuses to assign a Mediator or if the assigned Mediator determines that the grievance is not likely to be resolved, or after forty-five (45) calendar days, whichever occurs first, the Union may request that the Board of Personnel Appeals provide the parties with a list of 5 qualified impartial Arbitrators.
1. Selection: The Arbitrator shall be selected from a list provided as follows:
 - a) The Union shall strike one name;
 - b) The School District shall strike one name;
 - c) The Union shall strike a second name;
 - d) The School District shall strike a second name;
 - e) The parties shall notify the Board of Personnel Appeals of the remaining name who shall be appointed Arbitrator to hear the grievance.
 2. Function: The function of the arbitrator shall be to adjudicate controversies involving alleged violations of a specific Article or Section of this Agreement.
 3. Power:
 - a) The Arbitrator shall have no power to add to, subtract from, disregard alter or modify any term or terms of this Agreement, or to consider any term or condition not specifically provided for in this agreement, or to enter any new provision into this agreement.
 - b) The Arbitrator shall have no power or authority to establish wage scales or change any wage, or rule or decide questions of health and safety.
 - c) The Arbitrator shall be limited to deciding whether the employer has violated the expressed Articles or Sections of this agreement as alleged in the grievance it being clearly understood that any matter not specifically established within this agreement remains within the rights and prerogatives of the employer.
 - d) The Arbitrator may not decide any question which under this agreement or law is within the responsibility of the employer to decide.
 - e) If the Arbitrator finds that a disciplinary suspension or termination was not for just cause, he/she may modify the penalty.
 4. Applicable Law: The Arbitrator shall limit his/her decision strictly to the interpretation of the provisions of this agreement and shall be without power or authority to make any decision:
 - a) Contrary to, or inconsistent with applicable rules or regulations having the force and effect of law, or modifying/varying in any way, the terms of this agreement;
 - b) Involving the exercise of discretion by the Board of Trustees under the provisions of this agreement, Board policy, or applicable law; or
 - c) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board of Trustees as provided for in applicable law or rules/regulations having the force and effect of law.
 5. Hearing: The appointed Arbitrator shall confer with the parties and set a time, date

and place for the hearing. During this hearing nothing said or done by the mediator, nor anything said or done for the first time by either party at mediation may be submitted to the arbitrator. At the conclusion of the hearing, the parties shall have thirty(30) calendar days to submit post hearing briefs and another twenty(20) calendar days to submit reply briefs.

6. Authority: The Arbitrator shall have no authority to add to, subtract from or otherwise amend this Collective Bargaining Agreement. The Arbitrator shall not imply into this agreement provisions which are not in the express written terms of this agreement. The Arbitrator shall have authority only to consider a grievance which arose during the term of this Collective Bargaining Agreement. The Arbitrator shall not consider any evidence that was not submitted to the other party at least thirty (30) calendar days prior to the Arbitration Hearing.
7. Jurisdiction: The arbitrator shall have jurisdiction over grievances properly before the arbitrator pursuant to the terms of this procedure. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement. Nor shall he/she have authority to impose upon the district any obligation the district has not assumed as evidenced by a provision in this Agreement. The arbitrator shall not 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. In considering any grievance, the arbitrator shall give due consideration to the statutory rights and obligations of the School District to efficiently manage and conduct the operations of the District.
8. Decision: Within thirty (30) calendar days following the submission of the reply briefs the Arbitrator shall render an opinion and award based solely upon the specific provisions of this Collective Bargaining Agreement and the evidence submitted at the Arbitration Hearing taking into consideration the legal and economic restrictions impacting the District. The arbitrator's award shall not include perspective nor punitive damages. Nor shall the arbitrator provide or order any action or relief extending retroactively beyond fifteen (15) calendar days prior to the date of the original grievance.
9. Costs: The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be born by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the arbitrator, shall be borne separately by the respective parties. Each party shall be responsible for its own expenses relative to this grievance procedure. The Arbitrator's fees, expenses, and other related costs shall be shared equally by the parties except that the Arbitrator shall assess his or her entire fee on the Union if the arbitrator finds that the grievance is without merit or if the grievant obtains no more relief from the arbitrator's award than could have been obtained from a settlement offer made by the district at least ten (10) calendar days prior to the arbitration hearing.

9.6 Election of Remedy

Except for appeals of unemployment insurance compensation or workers' compensation, once the grievant or the Union has filed any complaint, appeal or other action with any county, state or federal agency, court, tribunal or other forum involving the same remedy all rights to file or pursue a grievance under this section shall be forever waived.

9.7 Time Lines

Should the grievant or the Union fail to timely file or advance a grievance the grievance shall become void and forever waived. Should the School District, its agents or representatives fail to provide a timely response at any step of this procedure such failure shall be considered a denial of the grievance

and the grievance may be timely advanced to the next step of this procedure.

9.8 Individual Rights

Nothing in the foregoing shall be construed in any way as limiting the rights of any employee to discuss any matter informally with the Board of Trustees, the Superintendent or any other District employee/representative when and where such discussions do not interfere with his/her work or the work of school district employees.

9.9 Files

All documents, communications, and records processing a grievance shall be filed separately from the personnel files of the grievant, witnesses and other participants except as noted in the resolution of a grievance.

ARTICLE X - EFFECT OF AGREEMENT

10.1 Agreement All Inclusive

This agreement represents the full and complete agreement between the parties. This agreement shall not be modified during its term except by the mutual written consent of both parties. This agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

10.2 Zipper Clause

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may, or may not, have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement. This Article shall not be construed to in anyway restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

10.3 Savings Clause

If any provision of this agreement or any application thereof is finally held contrary to law by a court of competent jurisdiction then such provision or application shall be deemed invalid but all other provisions/applications shall continue in full force and effect.

10.4 Effect of Laws, Rules, and Regulations

The parties recognize the right, obligation, and duty of the Board of Trustees/designees to promulgate rules, regulations, directives, and orders.

10.5 Funding

The union recognizes that the District's ability to fund the economic benefits contained in this agreement is dependent upon such contingencies as passage of 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 the economic and other benefits contained in this agreement, the parties shall immediately reopen this agreement to negotiate the provisions herein that are affected by economic impact.

ARTICLE XI – DURATION

11.1 No Strike Provision

During the term of this Agreement, it is understood that the Union will not encourage, cause, permit or authorize its members to strike, honor picket lines, sit down, slowdown or engage in any work stoppage or limitation upon normal employee work activities. Furthermore, it is understood that no Union officer or agent shall authorize, encourage, or assist in any such strike or work slowdowns/stoppage in any District activity or facility, nor will it participate in, counsel or induce any such action.

11.2 Effective Dates

This agreement shall become effective when signed by the Union once it has been signed by the Board. It shall remain in effect until June 30, 2027 when it shall expire.

11.3 Signatures

For the Great Falls Technology Association, MFPE

Patrick Douglas

07 / 22 / 2025

Association President

Date

Layne Sundly

07 / 22 / 2025

Association Treasurer/Secretary

Date

For the Board of Trustees Great Falls School District No. 1 & A

Luke Diekhous

07 / 22 / 2025

Human Resources Director

Date

Briau Patrick

07 / 22 / 2025

Clerk of the Board

Date

Appendix A—Salary Schedule

Wages Referenced in Section 7.1

25-26 26-27

Technology Support Technicians:

| | | |
|-------------------------|---------|---------|
| during first year | \$22.17 | \$23.17 |
| after first year | \$22.39 | \$23.39 |
| after three years | \$22.61 | \$23.61 |
| after five years | \$22.82 | \$23.82 |
| after seven years | \$23.03 | \$24.03 |
| after ten years | \$23.24 | \$24.24 |
| after thirteen years | \$23.45 | \$24.45 |
| after fifteen years | \$23.66 | \$24.66 |
| after seventeen years | \$23.85 | \$24.85 |
| after twenty years | \$24.05 | \$25.05 |
| after twenty-five years | \$24.26 | \$25.26 |
| after thirty years | \$24.47 | \$25.47 |

Technology Core Technicians:

| | | |
|-------------------------|---------|---------|
| during first year | \$24.60 | \$25.60 |
| after first year | \$25.14 | \$26.14 |
| after three years | \$25.43 | \$26.43 |
| after five years | \$25.71 | \$26.71 |
| after seven years | \$25.99 | \$26.99 |
| after ten years | \$26.25 | \$27.25 |
| after thirteen years | \$26.79 | \$27.79 |
| after fifteen years | \$27.08 | \$28.08 |
| after seventeen years | \$27.34 | \$28.34 |
| after twenty years | \$27.63 | \$28.63 |
| after twenty-five years | \$27.92 | \$28.92 |
| after thirty years | \$28.22 | \$29.22 |

Technology Lead Technician:

| | | |
|-------------------------|---------|---------|
| during first year | \$30.75 | \$31.75 |
| after first year | \$31.45 | \$32.45 |
| after three years | \$31.81 | \$32.81 |
| after five years | \$32.16 | \$33.16 |
| after seven years | \$32.50 | \$33.50 |
| after ten years | \$32.85 | \$33.85 |
| after thirteen years | \$33.53 | \$34.53 |
| after fifteen years | \$33.89 | \$34.89 |
| after seventeen years | \$34.22 | \$35.22 |
| after twenty years | \$34.57 | \$35.57 |
| after twenty-five years | \$35.97 | \$36.97 |
| after thirty years | \$36.32 | \$37.32 |

Certification Pay
In addition to the above amounts, employees are eligible for .50/ hour for certification pay. Certifications would have to be significantly relevant to the position and approved by the Director of Information Technology. The \$.50 per hour is only applicable for one certificate and the employee must continue to meet the requirements of the certificate to continue receiving the stipend.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
JN1TH-BGDFQ-AVEWH-VL6LV

DOCUMENT COMPLETED BY ALL PARTIES ON
22 JUL 2025 20:26:54 UTC

SIGNER

TIMESTAMP

SIGNATURE

BRIAN PATRICK

EMAIL
BRIAN_PATRICK@GFPS.K12.MT.US

SENT
22 JUL 2025 17:38:56 UTC

VIEWED
22 JUL 2025 18:12:12 UTC

SIGNED
22 JUL 2025 18:12:29 UTC



IP ADDRESS
69.145.82.192

LOCATION
GREAT FALLS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 JUL 2025 18:12:12 UTC

PATRICK DOUGLAS

EMAIL
PATRICK_DOUGLAS@GFPS.K12.MT.US

SENT
22 JUL 2025 17:38:56 UTC

VIEWED
22 JUL 2025 18:38:32 UTC

SIGNED
22 JUL 2025 18:42:31 UTC



IP ADDRESS
69.145.82.203

LOCATION
GREAT FALLS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 JUL 2025 18:38:32 UTC



CERTIFICATE *of* SIGNATURE

REF. NUMBER
JN1TH-BGDFQ-AVEWH-VL6LV

DOCUMENT COMPLETED BY ALL PARTIES ON
22 JUL 2025 20:26:54 UTC

SIGNER

TIMESTAMP

SIGNATURE

LAYNE SUNDLY

EMAIL
LAYNE_SUNDLY@GFPS.K12.MT.US

SENT
22 JUL 2025 17:38:56 UTC

VIEWED
22 JUL 2025 18:42:56 UTC

SIGNED
22 JUL 2025 18:43:36 UTC



IP ADDRESS
69.145.82.203

LOCATION
GREAT FALLS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 JUL 2025 18:42:56 UTC

LUKE DIEKHANS

EMAIL
LUKE_DIEKHANS@GFPS.K12.MT.US

SENT
22 JUL 2025 17:38:56 UTC

VIEWED
22 JUL 2025 18:30:31 UTC

SIGNED
22 JUL 2025 20:26:54 UTC



IP ADDRESS
69.145.82.195

LOCATION
GREAT FALLS, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
22 JUL 2025 18:30:31 UTC

