

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 2
DEPARTMENT OF MILITARY AFFAIRS
MONTANA ARMY NATIONAL GUARD
FACILITIES MAINTENANCE ORGANIZATION
COLLECTIVE BARGAINING AGREEMENT

ARTICLE I - RECOGNITION

1.1 Union Recognition

The employer hereby recognizes the union, Teamsters Local Union Number 2 as the exclusive representation of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals in Unit Determination No. 2-2011 on November 16, 2010.

1.2 Employer Recognition

The union recognizes the prerogatives of the employer, Montana Department of Military Affairs to operate and manage the agency and its ancillary facilities 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 agency and ancillary facilities operations;
- E. determine the methods, means, job classifications, and personnel by which agency and ancillary operations are to be conducted;
- F. take whatever actions may be necessary to carry out the missions of the agency and ancillary facilities in situations of emergency;

- G. establish the methods and processes by which work is performed;

ARTICLE II - DEFINITIONS

2.1 Bargaining Unit

The bargaining unit as certified by the Board of Personnel Appeals in Unit Determination No. 2-2011 on November 16, 2010 is as follows:

The appropriate unit for purposes of collective bargaining shall be limited to certain full time public employees as defined in section 39-31-103 MCA (2009) employed by the Montana Department of Military Affairs, Montana Army National Guard, Post Engineers, Fort William Henry Harrison Facility Maintenance Shop as full time Carpenters, Electricians, HVAC Maintenance Workers, Heavy Equipment Operators, Plumbers, and Maintenance Workers excluding short term workers and temporary employees as defined in section 2-18-101 MCA (2009), all managerial, supervisory and confidential employees, all those exempted by 39-31-103 MCA (2009), members of other bargaining units and all other employees.

2.2 Union

The Union is Teamsters Local # 2 and its officers, agents, and representatives.

2.3 Employer

The employer is the State of Montana, Department of Military Affairs, Ft. Harrison Facilities Maintenance Organization and its agents or representatives, hereinafter the department.

2.4 Employees

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

A. Part-Time Employee:

An employee hired by the employer to work less than 40 hours per week

B. Probationary Employee:

Any employee who has not yet worked 1040 hours since his/her most recent date of hire.

- C. Permanent Employee
An employee who is designated by an agency as permanent and who has attained or is eligible to attain permanent status.
- D. Permanent Status
The state an employee attains after satisfactorily completing an appropriate probationary period.
- E. Short-term Worker
1. a person hired by the employer for an hourly wage established by the department;
 2. may not work for the department for more than 90 work days in a continuous 12-month period;
 3. is not eligible for permanent status;
 4. may not be hired into another position by the agency without a competitive selection process; and
 5. is not eligible to earn the leave and holiday benefits provided in part 2-18-601 et seq or the group insurance benefits provided in part 2-18-701 et seq.
- F. Temporary Employee
- 1 a person is designated as temporary by the employer for a definite period of time not to exceed 12 months;
 - 2 performs temporary duties or permanent duties on a temporary basis;
 - 3 is not eligible for permanent status;
 - 4 is terminated at the end of the employment period; and
 - 5 is not eligible to become a permanent employee without a competitive selection process.
- G. CFMO
Construction Facilities Management Officer

ARTICLE III - RIGHTS OF THE PARTIES

3.1 Information

The Union and the Employer agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Department 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 (2007).

3.2 Rights of the employer

All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the employer. It is expressly recognized that except as expressly provided in this Agreement, the employer shall retain all rights and authority to operate and direct affairs of the department and its ancillary facilities in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the Department and its ancillary facilities; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge, to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.

3.3 Rights of the Union

The rights and privileges granted the Union in this agreement shall not be granted to any other organization during the term of this Agreement so long as the Union maintains its status as exclusive representative.

3.4 Inspection by Business Agent

Upon receiving prior approval from the CFMO Director or designee the employer agrees that the union's business agent or steward shall be given access to the members of the bargaining unit at their public work sites for the purpose of ascertaining whether the terms of this agreement are being observed. The union business agent or steward shall not interfere with or interrupt any work in progress, nor shall the agent or steward enter private quarters or otherwise compromise the privacy of employees, guests or residents.

3.5 Steward

The Union shall designate a steward for the Fort Harrison Facility Maintenance Shop and notify the employer of any changes.

ARTICLE IV - PAYROLL DEDUCTIONS

4.1 Union Dues

Upon written authorization from a member of the bargaining unit, the employer shall deduct from the pay of that employee the monthly amount of dues as certified by the secretary of the Union and shall deliver the dues to the treasurer of the Union. In order for a deduction to be made for a given month, the authorization forms must be received by the employer's business manager no later than the fifth day of said month.

4.2 Representation Fee

Effective the third payroll following ratification of this agreement and as may be permitted by Section 39-31-401 MCA; the employer will deduct a monthly representation fee from the pay of each newly hired member of the bargaining unit following that newly hired employee's fourth payroll. The Union shall determine the amount of the representation fee to be deducted and inform the employer accordingly. Any dispute as to the amount, propriety, or use of this representation fee shall be strictly between the employee and the Union. Changes in the representation fee rate shall be certified to the Employer in writing over the signature of the authorized officer of the Union at least two (2) payroll periods in advance of such change. The grievance procedure contained within this Agreement shall not be used to address any dispute regarding representation fee.

4.3 Hold Harmless

The Union will indemnify, defend and hold the Employer harmless against any claims, demands, suits, including the cost of defense, that shall arise out of or as a result from any action taken by the Employer for the purpose of complying with this Article.

ARTICLE V - RIGHTS OF EMPLOYEE'S

5.1 Just Cause

- A. Non-probationary or permanent employees will not be subject to disciplinary suspension or termination without "just cause".
- B. "Just cause" means reasonable, job-related grounds for taking disciplinary action based on failure to satisfactorily perform job duties, or disruption of department operations. Just cause may include, but is not limited to: an actual violation of an established department standard, procedure, legitimate order, policy, or labor agreement; failure to meet applicable professional and ethical standards; criminal

misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberately providing false information on an employment application; willful damage to public or private property; workplace violence or intimidation; harassment; unprofessional or inappropriate behavior; failure to remain alert and vigilant, or a series of lesser violations.

- C. Permanent status or non-probationary employees may appeal unpaid disciplinary suspensions or terminations through the grievance procedure. Probationary employees have no recourse to the grievance procedure.
- D. This in no way limits management's prerogative to lay off employees.

5.2 Security Clearance

Due to the mission and military nature of the department, employees may be required to satisfy security clearance requirements of the employer as a condition of employment and may therefore be subject to security investigation and evaluation upon hire and whenever the Adjutant General, Montana Department of Military Affairs determines security needs dictate.

ARTICLE VI - HOURS/WORKING CONDITIONS

6.1 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 employer without specific authorization from his/her supervisor.

6.2 Safety Hazards

Employees shall report all actual or potential safety hazards to their supervisors.

6.3 Work Day

Unless designated otherwise, the typical work days shall be Monday through Friday, usually eight (8) hours within a consecutive nine (9) hour period.

6.4 Breaks and Meal Periods

Employees typically receive: 1) an unpaid meal period of not less than thirty (30) minutes each

day and, 2) a paid 15 minute break during the first half and during the second half of the scheduled shift. It is understood and agreed that lunch, dinner and/or rest breaks may be interrupted due to emergencies or essential work, but that such breaks shall be resumed for the normal duration immediately upon conclusion of emergency or essential work. Employees are expected to take their breaks as scheduled by management and absent managerial approval will not be permitted to combine or accumulate unused breaks to reduce the workday.

6.5 Call Back Pay

Employees required to return to work during their off duty hours shall be compensated at the rate of one and one half (1 1/2) times their straight time pay rate for a minimum of two (2) hours. For any time over the two (2) hours, the employee shall be compensated for actual hours worked in excess of two (2) hours on the call out—call back. In those cases the employee receives overtime pay only if they exceed forty (40) hours of work during that week.

6.6 Anti-Pyramiding

Overtime or premium pay under this contract shall not pyramid.

6.7. Standby Pay

Employee's required to carry a Duty phone on their scheduled days off shall be compensated for the following:

Friday:	One hour FLSA compensatory time.
Saturday:	Two hours FLSA compensatory time.
Sunday	Two hours FLSA compensatory time
Monday:	One hour FLSA compensatory time

6.8. Uniforms

Should the Employer require the wearing of a uniform, such uniform will be provided by the Employer.

6.9. Required Licensure

The Employer shall pay the license fees necessary for employees to maintain state licenses required by the employer. The Employer will arrange and pay for necessary medical examinations associated with the required state licenses.

6.10 Continuing Education

All schooling, training and educational materials required by the Employer for continued employment will be furnished by the Employer at no expense to the employees. Employees may request additional schooling or training, and if approved by the Employer, the training will be paid by the Employer and the employee will be allowed to attend schooling or training on paid time if during normal work hours.

6.11 Temporary and Short Term Workers

Temporary and /or Short-Term Workers may be used to substitute or back-fill for bargaining unit employees. However, temporary and/or short term workers will not displace bargaining unit employees.

ARTICLE VII - LEAVES/ABSENCES

7.1 Sick Leave

- A. Sick leave is available to eligible employees under qualifying conditions as established in 2-18-618 Montana Code Annotated and policy 3-0310 of the Montana Operations Manual at: <http://hr.mt.gov/content/hrpp/docs/Policies/MOM/SickLeavePolicy2010>
- B. Full-time full-year employees earn sick leave credits at the rate of twelve days per year (0.046 hours for each hour worked). An employee must be employed for ninety calendar days to be eligible for sick leave benefits. Abuse of sick leave is cause for dismissal.
- C. The parties recognize that the employer has certain obligations under the Family Medical Leave Act and a responsibility to administer the sick leave provisions of state law and this agreement.
- D. Notification of absence because of illness shall be given as soon as possible or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls. If the employee fails to give such notification, the absence may be charged to leave without pay with appropriate disciplinary consequences.
- E. Abuse of Sick Leave

1. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.
2. Chronic, persistent, or patterned use of sick leave may be subject to discipline.
3. Absences improperly charged to sick leave may, at the employer's discretion, be charged to annual leave.
4. Any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment are subject to the grievance procedure.

7.2 Civic Leave

Jury duty and witness leave is available to eligible employees under qualifying conditions as established in 2-18-619 Montana Code Annotated and policy 3-0322 of the Montana Operations Manual at:

<http://hr.mt.gov/content/hrpp/docs/Policies/MOM/JuryDutyAndWitnessLeavePolicy>

Employees must inform the CFMO/designee of the date and anticipated length of absence and provide a copy of the summons or subpoena as soon as possible after being summoned or subpoenaed.

7.3 Holidays

- A. Holiday benefits are available to eligible employees under qualifying conditions as established in 2-18-603 Montana Code Annotated and policy 3-0325 of the Montana Operations Manual. The holiday benefit is eight hours pay for full time employees and proportionally less for part time employees.
- B. A holiday is a scheduled day off with pay to observe the those holidays recognized by the legislature in Section 1-1-216 MCA and identified in policy 3-0325 of the Montana Operations Manual at:
<http://hr.mt.gov/content/hrpp/docs/Policies/MOM/HolidayPolicy>
- C. In order to be eligible for the holiday benefit an employee must work his/her last scheduled day prior to the holiday and the first scheduled day following the holiday.
- D. The following days are legal state holidays (1-1-216, MCA):
 1. New Years Day, January 1;
 2. Martin Luther King Jr. Day, the third Monday in January;
 3. Lincoln's and Washington's Birthdays, the third Monday in February;
 4. Memorial Day, the last Monday in May;

5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Columbus Day, the second Monday in October;
8. Veteran's Day, November 11;
9. Thanksgiving Day, the fourth Thursday in November;
10. Christmas Day, December 25; and
11. State General Election Day.

If a holiday falls on Sunday, the Monday following is the observed holiday. If the holiday falls on Saturday, the preceding Friday is the observed holiday.

E. Work on a Holiday

1. An employee required by management to work on a holiday or the day a holiday is observed shall be paid according to one of options outlined below at management's discretion. The employee may either:
 - i. Receive the regular rate for all hours actually worked on holiday, bank the holiday benefit hours actually worked (up to the maximum of eight) and receive equivalent time off at the regular rate, or,
 - ii. Receive one and one half times the regular rate for the hours actually worked on the holiday and receive holiday benefit hours paid at the regular rate.
2. Requests to take banked holidays must be made to and approved by the employee's supervisor. Management may deny the request if the state's interest requires the employee's attendance.
3. If a banked holiday for a year ending with the final pay period for the year is not taken by March 31 in the following year, the employing agency shall cash it out. The payment will be included in the pay period that includes March 31, by paying the employee's regular rate for each hour banked.

F. Holiday on Regular Day-Off

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 pay period 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).

7.4 Annual Leave

A. Annual/vacation leave is available to eligible employees under qualifying conditions as established in 2-18-611 Montana Code Annotated and policy 3-0305 of the Montana Operations Manual at:
<http://hr.mt.gov/content/hrpp/docs/Policies/MOM/AnnualLeave2010>
An employee must be employed for six months to be eligible for annual/vacation leave benefits.

B. Employees accrue annual leave credits as follows:

<u>Number of Completed Years of Service</u>	<u>Accrued per Hour In Pay Status</u>
0 - 10 years	.058 x number of regular hours (maximum 120 hrs/15 days per year)
10 - 15 years	.064 x number of regular hours (maximum 144 hrs/18 days per year)
15 - 20 years	.081 x number of regular hours (maximum 168 hrs/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192/24 days per year)

C. Eligible employees may accumulate a maximum of two times the total number of annual leave credits they are eligible to earn per year.

D. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the employer, with regard to the best interests of the employer as well as the best interests of each employee. Where the interest of the employer requires the employee's attendance, the employer's interest overrides the employee's interest.

7.5 Family Medical Leave Act

Any leave for which an employee may be eligible pursuant to the Family Medical Leave Act shall run concurrent with leaves granted pursuant to this Agreement.

ARTICLE VIII - COMPENSATION

8.1 Wages

A. Wage Schedule

For the term of this agreement employees shall be paid according to a wage schedule attached hereto.

B Employees required to work in excess of 40 hours in a week at the direction of management, shall be compensated at a rate of one and one-half (1 1/2) times the employees hourly rate for each hour of overtime worked. In no case shall overtime be pyramided.

C. FLSA Compensatory time.

Upon mutual agreement, an employee may elect to receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act.

Subsection 1. Maximum Accumulation.

The maximum amount of FLSA compensatory time which may be accumulated is 60 hours which may be carried from year to year.

Subsection 2. Use of Compensatory Time.

An employee must have his immediate supervisor's prior approval to use accumulated compensatory time.

Subsection 3. Payment on Termination

If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination.

Subsection 4. Maximum Accumulation

Once an employee accumulates 60 hours of FLSA compensatory time, they shall be paid at the applicable FLSA overtime rate.

D. Health Insurance.

The Employer will contribute towards the State of Montana group health insurance plan as required in 2-18-703, M.C.A.

D. Retirement.

Eligible employees shall participate in the Montana Public Employees Retirement System as required by state law.

ARTICLE IX - REDUCTION IN WORK FORCE

9.1 Lay-off

Should the employer determine to reduce the number of employees or to reduce the number of hours worked, the employer shall select the employees to be affected and notify them accordingly.

9.2. Selection for Lay Off

In case of reduction in force, once the position(s) to be deleted have been identified, management will consider qualifications and capabilities in determining which employee shall fill the remain positions. If qualifications and capabilities are equal, seniority shall be the determining factor. Should there be a question on an employee's qualifications, the burden of proof lies with the Employer, subject to the grievance procedure.

9.3. Recall

In the event that the position from which an employee has been laid off is reinstated, that employee shall retain recall rights for one (1) year. Management will notify the employee at his/her last provided address and he/she shall have ten (10) working days to exercise said recall rights by returning to work.

9.4. Loss of Seniority

Seniority shall be revoked if an employee retires or otherwise terminates employment; is discharged for just cause; permanently transfers out of the bargaining unit; or refuses or fails to respond to a recall from layoff; or refuses to return to work on the date requested, as long as the date requested allows an employee who has obtained interim employment to give up to two (2) weeks notice of termination to the interim Employer.

9.5. Accrual Rights During Lay Off

Seniority shall continue to accrue for up to a period of twelve (12) months if an employee is on layoff or is granted an authorized leave of absence. All of an employee's seniority shall be

revoked if the employee has not been recalled from a layoff by the end of the twelve (12) month period. Also, an employee on an approved leave of absence at the end of the twelve (12) month period shall cease to accrue seniority until he/she returns to work, or has his/her seniority revoked in accordance with Section 4.

ARTICLE X - GRIEVANCE/ARBITRATION PROCEDURE

10.1 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. A grievance must be filed with the employee's immediate supervisor or other representative authorized by the CFMO. The grievance must be filed within ten (10) calendar days of the alleged violation or the date the grievant knew or should have known of the alleged violation. The grievance must:

1. specifically state the provision(s) of this Collective Bargaining Agreement which are alleged to have been violated;
2. state clearly and concisely all facts which are the basis of the grievance; and
3. 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.

10.2 - Step I

Once the grievance has been filed the grievant's immediate supervisor shall have ten (10) calendar days to respond in writing to the grievance. At the immediate supervisor's option he/she may hold a meeting with the grievant and the union steward to discuss the grievance.

10.3 - Step II TA

The grievant has ten (10) calendar days from receipt of the immediate supervisor's response in which to appeal the grievance to the CFMO/designated representative. The CFMO/designated representative shall have ten (10) calendar days to respond, in writing, to

the grievance. At the CFMO/designee's option he/she may hold a meeting with the grievant and the union's designated representative to discuss the grievance.

10.4 - Step III

The grievant has ten (10) calendar days from receipt of the CFMO's/designee's response in which to appeal the response to the Adjutant General-Director, Department of Military Affairs. The Adjutant General – Director Department of Military Affairs/designee shall conduct a meeting with the union's designated representative to consider the merits of the grievance within thirty (30) calendar days following receipt of the appeal.

10.5 - Step IV

A. MEDIATION

The Union has ten (10) calendar days from receipt of the written response of the Adjutant General – Director Department of Military Affairs to submit the grievance to the Federal Mediation and Conciliation Service (FMCS) with a request to assign a Mediator to the dispute. The chief, State Office of Labor Relations shall be provided a copy of the FMCS submission. 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 Federal Mediation and Conciliation Service refuses to assign a Mediator or if the assigned Mediator determines that the grievance is not likely to be resolved, or after sixty (60) calendar days, which ever occurs first, the Union may request that the Federal Mediation and Conciliation Service provide the parties with a list of 5 qualified impartial Arbitrators. The Chief, State Office of Labor Relations, shall be provided a copy of the request.

1. SELECTION

The Arbitrator shall be selected from a list provided as by alternatively striking names.

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

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.

4. HEARING

The appointed Arbitrator shall confer with the parties and set a time, date and place for the hearing.

5. 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.

6. 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

10.6 Election of Remedy

Once a grievance has been filed, the grievant(s) and the Union waive any right to pursue any action or complaint involving the same facts or circumstances before any county, state or federal agency, tribunal, court or other forum in which relief may be sought or granted. 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 facts or circumstances all rights to file or pursue a grievance under this section shall be forever waived.

10.7 Cooperation

The employer and the Union will cooperate in the investigation of grievances and will make available reasonable access to such public information as is appropriate and necessary for the processing of any grievance. No officer, agent or representative of the Union may solicit grievances but may receive, discuss, and handle grievances only when and where such activities do not interfere with their work or the work of department employees.

10.8 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 employer, 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.

10.9 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 employer, the Director or any other agency employee/representative when and where such discussions do not interfere with his/her work or the work of agency employees.

10.10 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 XI - EFFECT OF AGREEMENT

11.1 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.

11.2 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.

11.3 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.

11.4 Effect of Laws, Rules, and Regulations

The parties recognize the right, obligation, and duty of the Department to promulgate rules, regulations, directives, and orders.

11.5 Minimums

This contract and the attached wage schedule are intended to cover only minimums in wages and benefits. The employer may place superior wages or benefits in place and may reduce the same to the minimums herein prescribed, without consent of the Union.

ARTICLE XII - DURATION

12.1 No Strike Provision

A. Strikes of all nature including sympathy strikes, slowdowns, sickouts, or lockouts are prohibited during the term of this agreement.

B. The Employer reserves the right to discipline, up to and including discharge, any employee who violates this Article.

12.2 Effective Dates

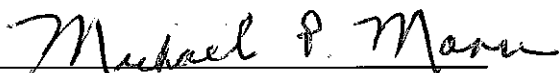
This agreement shall become effective when signed by the Union once it has been signed by the employer. It shall remain in effect until June 30, 2017 when it shall expire.

12.3 Date and Signatures

This agreement is signed this 13th day of August 2015.

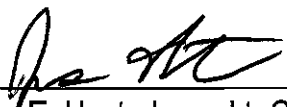
FOR: STATE OF MONTANA

FOR: TEAMSTERS LOCAL NO. 2


Michael P. Manion Chief,
State Office of Labor Relations


Jim Stone, Business Agent
Teamsters Local #2


Matthew T. Quinn, Director,
Department of Military Affairs


James E. Hesterberg, Lt. Colonel USA
Montana Army National Guard Construction
and Facilities Management Officer

ADDENDUM A- WAGES

Blue Collar Pay Plan

All employees covered by this collective bargaining agreement under the Blue Collar Pay Plan shall receive a \$.92/per hour increase effective in the pay period that includes July 1, 2013 and a \$.97/per hour increase effective in the pay period that includes July 1, 2014.

Job Title	Blue Collar Grade	January 15, 2016	January 15, 2017
Maintenance Worker/Locksmith	5	\$18.847	\$19.347
Maintenance Worker/Equipment Tech	8	\$20.234	\$20.734
Maintenance Worker/Irrigation	9	\$20.696	\$21.196
Maintenance Worker/Painter	7	\$19.771	\$20.271
Maintenance Worker/Plumber	10	\$19.688	\$20.658
Maintenance Worker/Groundskeeper	4	\$16.915	\$17.885
Carpenter/Overhead Door Tech	10	\$19.688	\$20.658
HVAC Maintenance Worker II	10	\$19.688	\$20.658
HVAC Maintenance Worker III	11	\$20.150	\$21.120
Electrician I	4	\$16.915	\$17.885
Electrician II	8	\$18.764	\$19.734
Electrician III	11	\$20.150	\$21.120

No employee's wage shall be reduced as a result of the adoption of Blue Collar Pay Plan wage rates.

Employees will receive applicable future negotiated and statutory wage increases.

Longevity Employees shall receive statutory longevity pay adjustments in 5-year increments as authorized under 2-18-304 MCA. Under this statute, employees receive 1.5% of the employee's base salary multiplied by the number of completed, contiguous 5-year periods of uninterrupted state service. Beginning July 1, 2007, each employee who has completed 10 years of uninterrupted state service, 15 years of uninterrupted state service or completed 20 years of uninterrupted state service receives an additional 0.5% of the employee's base salary for each of those additional 5-year increments of uninterrupted service.

Increment	0	1	2	3	4	5	6
Continuous Years	0	5	10	15	20	25	30
Longevity rate of Base Pay	0	1.5%	3.5%	5.5%	7.5%	9.0%	10.5%