

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 233**  
**AND**  
**DEPARTMENT OF MILITARY AFFAIRS**  
**MONTANA ARMY NATIONAL GUARD**  
**CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE**  
**COLLECTIVE BARGAINING AGREEMENT**

**ARTICLE I RECOGNITION**

**1.1 Union Recognition**

The Employer hereby recognizes the Union, IBEW Local 233 as the exclusive representation of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals by voluntary recognition dated July 12, 2017 by 39-31-103 MCA.

**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 Voluntary Recognition Agreement July 12, 2017 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 who work at Fort William Henry Harrison Facility Maintenance Shop as full time Carpenters, painters, Maintenance worker (to include general and equipment operators), Locksmith, Electricians, HVAC Maintenance Workers, and Plumbers in position numbers 67100009 ,67100010, 67100012, 67100013, 67100019, 67101201 , 67101205, 67101208, 67101226, 67101228, 67101229, and 67101230, excluding short term workers and temporary employees as defined in section 2-18101 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 International Brotherhood of Electrical Workers (IBEW) Local # 233 and its officers, agents, and representatives, hereinafter the Union

### **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 workdays 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 Employer recognizes the Union has the right to appoint a Union Steward(s). The Business Manager of the Union shall notify the Employer of the appointment and the identity of the Union Steward(s). At no time shall the Union Steward have the right to cause a work stoppage or slowdown of production. If the Employer chooses to have a disciplinary hearing or any type of disciplinary meeting with an IBEW employee during work hours, the Union Steward will be provided the opportunity to attend without a reduction in pay for any meeting(s) held during working hours. Time spent in this regard will be minimized by employee, the Union and its Steward(s) so the Employers operations are not compromised.

Shop bulletin boards may be used by bargaining unit employees to post dates and times of Union meeting and for the posting of legitimate Union related information.

The Union shall have the right to utilize the State's email systems for the purpose of posting and communicating electronic notices. The Union will comply with all Stated and Federal policies and practices regarding the appropriate use of electronic communications. Under no conditions shall the email system be used to promote or oppose political candidates, ballot issues or referenda,

## **ARTICLE IV - PAYROLL DEDUCTIONS**

### **4.1 - UNION SECURITY - CHECK OFF**

Section 1.

Section 1. Upon receipt of a written authorization from an employee covered by this Agreement, the Employer shall deduct from the employee's pay the amount owed to the Union by such employee for dues. The Employer will remit to the Union such sums within 30 calendar days. Changes in Union membership dues rates will be certified to the Employer in writing over the signature of the authorized officer or officers of the Union and shall be done at least 30 calendar days in advance of such change.

Section 2. All employees are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal law.

A Union member will pay to the Union an amount equal to the initiation fee and monthly Union dues as a contribution to assist the employees as a group in meeting the costs of planning, negotiating and administering the Agreement and of protecting and promoting their interests.

The Employer will maintain a neutral approach to whether Employees join the Union. The Employer, including all its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to employees joining the Union.

Designated union representatives and their local affiliates shall receive ample opportunity to provide membership information to union-represented positions during the employee onboarding process.

### **4.2 Hold Harmless**

The Union will indemnify, defend and hold the Employer and the State of Montana harmless against any claims made, and against any suit instituted against the Employer, including attorney's fees and the cost of defense thereof, on account of any provision of this Article.

## **ARTICLE V - RIGHTS OF EMPLOYEE'S**

### **5.1 Just Cause**

Non-probationary or permanent employees will not be subject to disciplinary suspension or termination without "just cause".

"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; 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.

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.

## **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 Workday/Work Week**

The normal workday shall be 8 consecutive hours between 6:00 am and 4:30 pm, Monday through Friday, with a 30-minute lunch break and two fifteen breaks. The work week shall consist of 5 8-hour normal workdays. Employees shall declare their work shift hours semi annually on March 1 and September 1.

### **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**

In the event that an employee is called out they shall receive 2 hours call out pay plus hours worked in addition to compensation for carrying the Duty Phone

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: Three hours FLSA compensatory time.
- Sunday: Three hours FLSA compensatory time.
- Monday: One hour FLSA compensatory time.

When Friday or Monday is a holiday or regular day off compensatory time will be Four hours.

**6.8. Uniforms**

Employer-provided uniforms shall be worn during all work shift hours.

**6.9. Boots**

Employer shall provide boots in the amount of \$200 per contract period or as needed.

**6.10. 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.

**6.11. 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.

**6.12. 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 of the Montana Operations Manual at: <http://hr.mt.gov/content/hrpp/docs/Policies/MOM/SickLeavePolicv2010>
- 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 employee or qualified family member illness, injury or other qualifying sick leave event shall be given as soon as possible but no later than 4 hours after the start of shift 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 or compensatory time.
  - 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 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 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 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 be in pay status 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 Year's 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

An employee required by management to work on a holiday or the day a holiday is observed shall be paid 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

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 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 hours/15 days per year)
10-15 years	.064 x number of regular hours (maximum 144 hours/18 days per year)
15-20 years	.081 x number of regular hours (maximum 168 hours/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192 hours/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, Bargaining unit employees performing work under this agreement shall be paid according to the attached wage schedule.

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 120 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 processed through the State payroll system.

#### Subsection 4. Maximum Accumulation

Once an employee accumulates 120 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.

### **E. 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 9.4.

## **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. In addition to the written response, the immediate supervisor has the option to hold a meeting with the grievant and the union steward or Union Representative to discuss the grievance.

### **10.3 - step II**

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. In addition to the written response, the CFMO/designee has the option to hold a meeting with the grievant and the union's 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 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, whichever 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. Coin toss will be used to determine who strikes first name.

**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 borne 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

**7. Arbitrator's Decision**

The arbitrator's authority and decision shall be limited solely to either the interpretation or application of this agreement. All decisions of the arbitrator shall be in writing and signed by the arbitrator. Any such decision by the arbitrator shall be final and binding upon both parties to the Agreement and on any employees whose grievance has been submitted to such arbitration.

## **10.6 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.

## **10.7 Timelines**

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.

## **10.8 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 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.

## **10.9 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 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 Savings Clause**

If any section, subdivision, paragraph, sentence, clause, phrase, or other part of this agreement is determined or declared to be contrary to or in violation of any State or federal law by any competent authority or court of competent jurisdiction, the remainder of this agreement shall not be affected or invalidated. This entire contract, together with any attachments hereto shall be subject to the provisions and interpretations of Section 39-31-101 through 39-31-105, M.C.A. 1979, as amended.

The Employer and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred or covered in this agreement or not specifically referred to or covered in this agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this agreement and even though such subject or matter was proposed and later withdrawn unless the employer and the union mutually agree to bargain collectively on such subjects or matter.

### **11.3 Effect of Laws, Rules, and Regulations**

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

### **11.4 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**

No Strike/Lockout - During the life of this agreement, and during any period of time while negotiations are in progress between the parties hereto for the extension or renewal of this agreement, there shall be no strike or sympathy strike by the Union membership at the work site, or lockout, or its equivalent, by the Employer. If problem(s) arise concerning work assignments relating to this clause, an employee's obligation is to report to work and follow through on work assignments and complete the work assigned. Nothing in this clause or the agreement requires an employee to risk physical injury as a result of a picket line in place. If discipline is meted out for an Employee's failure to report to work or to complete his/her work assignment(s), the grievance procedure is available for the Employee to challenge the discipline imposed.

It shall not be a violation of this Agreement and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee for an employee to refuse to cross a lawfully established primary picket line

### **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, 2021 when it shall expire.

### 12.3 Date and Signatures

This agreement is signed this 3/12/2020

FOR: STATE OF MONTANA

FOR: IBEW 233

DocuSigned by:

*Michael Manion*

8E2DE9861B4E4EF...

Michael P. Manion, Chief  
State Office of Labor Relations

DocuSigned by:

*John Gordon*

BC3F6192AEA44FB...

John Gordon, Business Manager  
IBEW Local 233

DocuSigned by:

*Matthew Quinn*

E106720B4AAC4C2...

Matthew T. Quinn  
Major General  
Director, Department of Military Affairs  
The Adjutant General

DocuSigned by:

*Don Briggs*

D79B52FC19F9403...

Don Briggs, Assistant Business Manager  
IBEW Local 233

DocuSigned by:

*Todd Verrill*

B3676C78DFE042A...

Todd Verrill, COL 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 all pay raises due. This contract represents the minimum wages and conditions and pay can be increase at any time with notification to the Union. .

Job Title	Blue Collar Grade	Wage Rate July 1, 2019	Wage Rate January 1, 2020	Wage Rate January 1, 2021
Maintenance Worker/Locksmith #67100009	10	\$22.093	\$22.851	\$23.351
Maintenance Worker/Equipment Tech #67100012	11	\$22.565	\$23.351	\$23.851
Maintenance Worker/irrigation #67101201	9	\$21.622	\$22.351	\$22.851
Maintenance Worker/Painter #67101208	10	\$22.093	\$22.851	\$23.351
Maintenance Worker/Plumber #67100010	14	\$23.978	\$24.851	\$25.351
Maintenance Worker/Groundskeeper #67100019	9	\$21.622	\$22.351	\$22.851
Carpenter/Overhead Door Tech #67101228	14	\$23.978	\$24.851	\$25.978
HVAC Maintenance Worker II #67101229	13	\$23.507	\$24.351	\$24.851
HVAC Maintenance Worker III #67101226	14	\$23.978	\$24.851	\$25.978
Electrician I #67101205	8	\$21.151	\$21.851	\$22.351
Electrician II #67101230	11	\$22.565	\$23.351	\$23.851
Electrician III #67100013	14	\$23.978	\$24.851	\$25.978

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%

## **Addendum B**

### **Pension/Annuity**

#### **EIGHTH DISTRICT ELECTRICAL PENSION FUND**

Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sums below for each hour worked by each employee of the Employer performing work covered by this Agreement Effective XXXX)O(X, XX XXXX the hourly amount increases to \$0.00 per hour. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th of each month. Employer and Union adopt and agree to be bound by all terms and provisions of the Second

Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement. Employer designates and appoints as its representatives on the Board of

Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement.

Union designated and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the trust Agreement. The failure of any individual Employer to comply with the applicable provisions of the trust Agreement shall also constitute a breach of this Agreement.

#### **EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the "Fund") the sum of \$0.00 for each hour worked by each employee of the Employer performing work covered by this agreement.

Employees performing work covered by this Agreement may elect to participate in Fund's 401(k) Salary

Reduction Program (the "Program") by signing and delivering to the Employer and Fund Administrator an Elective Deferral Authorization ("Authorization") form approved by the Fund. Employer shall reduce and withhold from the employee's salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer's payments shall be accompanied by such reporting forms as the Fund shall designate. Employer's payments and reports shall be delinquent if not received by the Fund by the 15th of each calendar month.