

AGREEMENT

between the

**STATE OF MONTANA
DEPARTMENT OF REVENUE
LIQUOR WAREHOUSE**

and the

**MONTANA FEDERATION OF PUBLIC
EMPLOYEES**

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PREAMBLE

THIS AGREEMENT made and entered into between the State of Montana, Department of Revenue, Liquor Warehouse, (hereinafter referred to as the "EMPLOYER") and the Montana Federation of Public Employees (hereinafter referred to as the "FEDERATION ") for the purpose of promoting and improving understanding between the Employer, its employees, and the Federation , relative to: Employer-employee relationships; conditions of employment; and to provide a means of amicable and equitable adjustment of any and all differences or grievances which may arise.

ARTICLE 1 **RECOGNITION**

Section 1. The Employer recognizes the Federation as the sole bargaining agent for employees working in the Liquor Warehouse as listed by classification in Addendum "A" attached.

Section 2. All employees covered by this Agreement shall be classified according to the Blue Collar Plan. When new classifications are being created or reclassifications are necessary, the Union will be notified so that they may offer suggestions regarding new or changed classifications.

Section 3. Availability of Federation Membership: The parties agree that membership in the Federation is available to all employees.

Section 5. Part-time and temporary employees will be considered for hire to a permanent position before the hiring of any other personnel.

Section 6. The Employer agrees to accept and honor voluntary written assignments of wages or salaries due and owing employees covered by this Agreement for initiation, reinstatement, and dues providing such assignments can be grouped and the total made payable to one assignee.

Section 7. The Federation agrees to indemnify and hold harmless the Employer for any loss or damages arising from the operation of Article 1, Section 6. It is also agreed that neither any employee nor the Federation shall have any claim against the Employer from any deductions made or not made, as the case may be, unless a claim of error is made in writing to the Employer within 60 calendar days after the date such deductions were or should have been made. This clause shall not be construed as relieving management of liabilities for the adjustment of management error.

Section 8. The Federation shall provide the Employer with the names, addresses and telephone numbers of the Federation officers and Federation steward within ten days of any changes in the holders of Federation offices and/or the Federation stewardship.

Section 9. The Employer agrees to provide a lump sum of up to 50 hours of paid time off annually at the Employer's expense for members of the local bargaining unit board to attend such activities as special trainings, negotiation preparations, negotiations, board meetings, and Federation events. When scheduled during the employee's regularly scheduled work hours with management approval.

ARTICLE 2 **EMPLOYMENT POLICY**

Section 1. Probationary Period

- A. The Employer shall utilize a 6-month probationary period for new hires to determine the individual's competency in any position covered by this Agreement.
- B. At any time during the probationary period following initial employment an employee may be dismissed from service after being given one full working day of notice prior to the effective date of separation. Such dismissal shall be without recourse to the grievance procedure unless there has been a violation of this Paragraph.
- C. Reason for the dismissal shall be in writing and a copy given to the employee.
- D. Should any employee be laid off, he or she will be eligible for consideration for rehire providing the employee has filed an application for rehire within 20 working days of the date of layoff. The application must be submitted at the Department of Revenue Office of Human Resources.

ARTICLE 3 **SENIORITY**

Section 1. The Employer shall use the factors of experience, qualifications, capabilities, and seniority in awarding promotions to employees when filling newly created or vacated positions. Where two or more candidates for a position are determined to be equivalent in experience, qualifications, and capabilities, then the more senior shall be appointed. It is the intention of the parties to this Agreement that preference in promotions shall be granted to persons already employed.

Minimum qualifications for new positions shall be furnished in writing to the Federation by the Employer. If such qualifications include possession of a high school diploma, qualifying experience shall be considered an equivalent. If there is a difference of opinion regarding the qualification of an employee, the employee affected may proceed in accordance with the grievance procedures as outlined in Article 10 of this Agreement.

Section 2. Lay-offs caused by reduction in force shall be in order of seniority; that is, the employee last hired shall be the first released except when there is no available qualified personnel left to carry out the work in a class, in which case management can retain a qualified person with less seniority. Employees who are scheduled to be released shall be

given at least ten working days' notice. All recalls to employment shall likewise be in order of seniority; that is, the last employee released as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Federation a copy of such notification; and if the employee fails to notify the Employer in writing within five calendar days of their intention to return to work, such employee shall be considered as having forfeited their right to re-employment.

Section 3. Seniority shall be computed from the date the employee began regular uninterrupted service with the Employer within the bargaining unit.

Section 4. Employees whose seniority dates are the same shall have their respective seniority rank determined alphabetically by last name, first name, and then middle initial.

Section 5. Within 30 calendar days after the date of signing this Agreement, the Employer shall prepare and furnish to the Federation sufficient copies of a seniority roster of all employees subject to this Agreement, so that the Federation may distribute them to its members.

- A. Such roster shall at least include: numerical seniority rank assigned; name of each employee, and seniority date.
- B. Such roster shall be revised every six months if necessary.
- C. Employees may protest their seniority designation through the usual grievance procedure if they have cause to believe an error has been made.

Section 6. Seniority shall be broken by discharge for cause or voluntary termination, lay-off which exceeds six calendar months, or leave without pay which exceeds six calendar months.

ARTICLE 4 **NON-DISCRIMINATION**

Section 1. No employee shall be discharged or discriminated against by the Employer for upholding Federation principles or working under the instruction of the Federation, as long as such activity does not interfere with the efficient operation of the Liquor Warehouse.

Section 2. In accordance with the provisions of Montana Code Annotated Title 49, Chapter 3, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin, or ancestry. Employers may not enter into any benefit plans such as retirement, pension, or insurance plans which may be construed as subterfuges to evade the purpose of the act. Furthermore, the Employer may enter into bona fide seniority systems that are not so structured so as to perpetuate any past discriminatory practices that may have existed.

**ARTICLE 5
HOLIDAYS**

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit employees:

New Year's Day	January 1
Martin Luther King, Jr. Day.....	Third Monday in January
Washington's and Lincoln's Birthday.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day	July 4
Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Floating Holiday.....	Each calendar year

The Election Day holiday for state employees that occurs in even years will be replaced with an annual floating holiday, effective July 1, 2023. Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment.

Section 2. All holidays listed in Section 1 above will be granted to all employees. Holidays falling on a Sunday shall be celebrated on the following Monday and holidays falling on a Saturday shall be celebrated on the preceding Friday.

Section 3. Part-time and temporary employees shall receive holiday benefits on a pro rata basis.

Section 4. Employees will receive pay for holidays that fall during leave. Such days will not be charged to leave.

Section 5. Any employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sunday, shall be entitled to receive a day off either on the day preceding or the day following the holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.

Section 6. Per § 2-18-603 MCA, each full-time employee of an agency specified in § 2-18-101(1), MCA is entitled to one floating holiday each calendar year. Each part-time employee of an agency specified in 2-18-101(1), MCA, is entitled to one floating holiday

each calendar year that must be calculated proportionally to the floating holiday allowed to a full-time employee. Unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. A short-term worker or student intern may not receive a floating holiday.

Section 7. Employees required to work on a holiday will be paid one and one-half times their regular rate of pay for that day. An additional day will be granted in lieu of the holiday worked for which the employee may elect to receive one of the following:

1. Pay at their regular rate.
2. An additional day of rest which must be taken by the following June 30.

Section 8. Since the scheduling of holiday work is accomplished in advance the employee must make the above election prior to commencing work on the holiday for which he/she is scheduled.

ARTICLE 6 LEAVE

Section 1. Sick Leave: Shall be as per State law.

Section 2. Abuse of sick leave is cause for dismissal.

Section 3. Maternity leave shall be per State law.

Section 4. Workers' Compensation benefits shall be as per State law.

Section 5. Annual Vacation Leave

A. Employees will earn vacation days in accordance with State statute by the following schedule computed from the date of employment with the State.

1. One year through 10 years of employment, the employee shall earn 15 working days of vacation leave.
2. Over 10 years through 15 years of employment, the employee shall earn 18 working days of vacation leave.
3. Over 15 years through 20 years of employment the employee shall earn 21 working days of vacation leave.
4. Over 20 years of employment the employee shall earn 24 working days of vacation leave.

B. Vacations shall be scheduled with the supervisor sufficiently in advance so that the Employer will be able to control the workflow and scheduling of work assignments. The

Employer shall attempt to grant vacation when requested, however, if operations would be impaired, then the Employer may refuse to grant vacation at the time requested. Preference on vacations shall be scheduled by seniority rank between January 1st and April 1st of each year. Vacations scheduled after April 1st shall be granted on a first come, first served basis. Exceptions to scheduling of vacations may be granted for requests of three days or less.

Section 6. Military leave shall be as per State law.

Section 7. Jury Service shall be as per State law.

Section 8. Leave Without Pay: The Employer agrees to follow the State's policy for members of this bargaining unit.

Section 9. Unauthorized Leave

- A. Whenever an employee is absent from work without a reason or permission; he/she may be placed on temporary suspension without pay for not more than three days. The employee's supervisor must recommend dismissal or reinstatement within 24 hours of the suspension. Unauthorized leave will be deducted from pay.
- B. The employee may have justification. If so, he/she must state this to their supervisor in writing. Upon the approval of the supervisor, unauthorized leave may be charged to vacation earned or as a deduction from pay by request of the employee.
- C. Management may approve up to a maximum of three employees for time off during a holiday week if it does not impair the workload.

ARTICLE 7 **HEALTH, SAFETY, AND WELFARE**

Section 1. Health and/or Accident Insurance: The Employer shall contribute towards the provision of such insurance at the statutory rate.

Section 2. Unemployment Insurance: The Employer agrees that all employees assigned to the classifications listed in Addendum "A" of this Agreement will be covered by unemployment insurance effective at the time provided by State law.

Section 3. The Employer will ensure that first aid kits are maintained in each work area.

ARTICLE 8 **JOB POSTING**

Section 1. When a new position is created or a vacancy occurs in any existing position, the Employer shall prepare and post in places to be agreed upon by the Employer and the Federation a bulletin stating:

Location and title of position to be filled, the appropriate salary; a listing of the principal duties of the position; minimum qualifications; assigned hours of service; assigned days of rest; whether the position is permanent or temporary; if temporary, how long it is probable the position will continue; the starting date of the assignment; last date when application will be received and accepted; and with whom the applications shall be filed.

Section 2. The Employer shall designate no less than ten working days in which positions will be posted and advertised.

Section 3. Positions shall be filled in accordance with Article 3 - Seniority, Section 1 of this Agreement.

Section 4. Promotional salary increases will be in accordance with the Blue Collar Classification & Pay Plans.

Section 5. When a senior employee applies for a vacant position, but is not selected, they shall, upon written request, be entitled to be advised in writing of the reason they were not selected for the position. If not satisfied with the reason stated for not receiving the assignment, they may utilize the Grievance Procedure as outlined in Article 10 of this Agreement.

Section 6. Upon an employee receiving a promotion to a higher classification, a period of six months shall be designated as a "probationary period" for the purpose of determining the employee's competency in the higher classification. During the probationary period, the Alcoholic Beverage Control Division (Administrator) or their appointee, through the employee's immediate supervisor will conduct formal counseling sessions to inform the employee of this performance and methods of improvement, if needed.

- A. Should the Employer determine, during the probationary period that the employee is not performing satisfactorily in the higher classification the employee may be demoted to their formerly held position and salary. The employee shall be informed in writing from the Employer as to the reason for the demotion. The employee affected has the right to invoke the Grievance Procedure should he/she feel the demotion is not justified.
- B. Should the employee satisfactorily complete the probationary period, they shall be considered in permanent status in the higher classification.
- C. During the probationary period, should the employee feel, for any reason, they do not want to continue employment in the higher classification, they may return to their formerly held position and salary.

ARTICLE 9 **WORKING CONDITIONS**

Section 1. Work day and work week shall be as per State law.

Rest periods - All employees shall be granted a 20-minute rest break during the first four hours of the shift and another 20-minute rest period during the second four hours of the shift. Employees who work 10-hour shifts will be granted one 20-minute rest period during the first five hours of the shift and another 20-minute rest period during the second five hours of the shift.

Section 2. Policies and Procedures

- A. The Employer agrees to furnish each employee subject to this Agreement with a copy of all existing policies and procedures as soon as possible after the effective date of this Agreement and also agrees to furnish each employee with a copy of any changes within ten days after they become effective. New employees shall be provided with a copy of the policies and procedures at time of hire.
- B. Changes in existing policies and procedures shall become effective upon posting and discussion of the policies and procedures with the employees.
- C. Employees shall comply with all existing policies and procedures that are not in conflict with the terms of this Agreement, provided the policies and procedures are uniformly applied and uniformly enforced.

Section 3. Separation: Employees who terminate their service will be furnished, upon request, a letter stating their classification, length of service, and reason for leaving.

Section 4. Past Practice: It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement, except where such reduction is in compliance with statutory provisions, or unless provided for in this Agreement.

Section 5. Bulletin Board: Employer agrees to furnish the Federation a reasonable amount of space for the posting of authorized Federation material.

Section 6. Clothing Stipend: The Employer will provide a clothing stipend of \$300.00 each year on July 1 for all full-time employees, to offset the wear and tear on personal clothing during warehouse work. This is prorated to \$150.00 each year for part-time employees.

ARTICLE 10 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Departure from the established procedure by any Federation member shall automatically nullify recourse through the grievance procedure.

Section 2. Departure from the established procedure by the Employer at any step shall cause the grievance to automatically proceed to the next step.

Section 3. Any grievance or dispute, hereinafter referred to as grievance, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1 - The employee, with or without the Steward present, shall take up the grievance with the employee's Supervisor within two working days. The Supervisor shall attempt to resolve the matter and respond in writing to the employee and Steward within five working days.

Step 2 - If such grievance cannot be resolved in this manner, it shall be presented in writing to the Administrator within three days. The Administrator shall respond within seven working days of receipt of the written grievance. The written grievance must be dated and signed by the grievant or Federation representative and shall state the name of grievant, date of occurrence, a statement of the cause, the articles of the contract violated, the proposed remedy.

Step 3 - If such grievance cannot be resolved in this manner, it shall be presented to the Department Director (Director) within three days. The Director shall respond within 15 working days of receipt of written grievance.

Step 4 - (Arbitration) - Should the aggrieved employee and the Federation consider the Director's response to be unsatisfactory, the Federation shall, within five working days of the receipt of the response, notify in writing, the Administrator and the Director of its intention to refer the grievance to arbitration. Within ten working days after such written notice is delivered to the Director, the Employer and the Federation shall jointly request the Board of Personnel Appeals, Department of Labor and Industry, State of Montana, to provide both parties with an identical list of names and addresses of five persons who have indicated a desire to provide services as Arbitrators. The Federation and the Employer shall within three working days of receipt of such lists, meet, and by alternately striking names from the list, select the Arbitrator by requesting the services of the last name remaining on the list.

The Arbitrator so chosen will be contacted by the parties within two working days and requested to start proceedings at their earliest possible date. During the proceedings the Arbitrator shall be provided with all evidence thus far obtained and shall hold a hearing to determine facts.

The Arbitrator shall be requested to render a decision within 30 calendar days and such decision shall be final and binding upon both parties. The Arbitrator

shall have no authority to alter in any way the terms of this Agreement. The Arbitrator shall notify both parties of their decision in writing.

Expenses for the Arbitrator's services shall be borne equally by the Employer and the Federation.

It is understood by both parties to this Agreement that an appointed authority may replace any titled position in the above stated grievance procedure, providing that such appointment has full authority to act in the capacity of the person being replaced.

ARTICLE 11 **NO STRIKE - NO LOCKOUT**

Section 1. The Federation and the Employer agree that there will be no stoppage of work or lockout during the term of this Agreement.

ARTICLE 12 **COMPENSATION**

Section 1. Salaries and Wages: Conditions relative to the governing wages or salaries and extraordinary pay rates are contained in Addendum "A" to this Agreement, which is attached and by this reference made a part hereof as though fully set forth herein.

Section 2. Overtime (Pursuant to § 39-3-405, MCA.)

- A. Employees required to work in excess of 40 hours in any week, will be compensated at the rate of one and one-half times their normal rate of pay for additional time worked. An alternate work week may be assigned for as long as the parties mutually agree.
- B. No overtime shall be worked, except in case of emergency, without the approval of proper authority. Scheduled overtime shall be limited to three hours per shift unless otherwise agreed.
- C. Employees shall not be required to suspend work during regular hours to absorb overtime.
- D. Overtime shall be paid in half-hour increments. For example:

0 to 30 minutes = ½ hour 31 to 60 minutes = 1 hour
- E. Overtime shall be offered to bargaining unit members in order of seniority first to those who have not already used sick or vacation leave during that work week. If those employees refuse the overtime opportunity, the overtime will be offered to the remaining bargaining unit members in order of seniority. Overtime will be offered to all bargaining unit members before it is offered outside of the bargaining unit.

- F. The Federation and Employer are not in favor of overtime, and nothing in this Section shall be construed as encouraging such procedure.
- G. When computing overtime, holidays, sick leave, or vacation time taken during the work week will be considered as time worked.

Section 3. Call-Outs

- A. For each and every call-out compensation will be for a minimum of three hours. All compensation for call-outs will be at a rate equal to one and one-half times regular pay.
- B. The actual time spent in travel to and from the job during a call-out will be considered as time worked and shall be considered as part of the three-hour minimum call-out.

Section 4. Provisional Assignment

- A. Provisional assignment shall be governed by the following compensation policies:
 - 1. Provisional Assignment means a temporary assignment of a permanent employee to fill a position, more than three workdays, while the employee assigned to the position is absent (such as sick leave, vacation, leave of absence, etc.).As approved by management, if an employee fills a position of higher salary for more than three days, they shall be paid the higher salary for the time in which they fill the position. Provisional assignments will be assigned by seniority.
 - 2. If the position is in a classification of the same or of a lower salary grade, the employee shall continue to be paid their basic salary rate.
- B. An employee on a provisional assignment shall not achieve permanent status in the higher class and upon termination of the provisional assignment shall resume their permanent position and salary.
- C. Provisional appointments must be requested by the employee's Supervisor and approved in advance by the Administrator or one appointed to act in their behalf.

ARTICLE 13
RIGHTS OF EMPLOYER

Section 1. The Employer reserves those rights provided by § 39-301-303, MCA. In addition, the parties to this Agreement wish to specifically recognize the following Employer rights:

1. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:
2. directing employees;
3. hiring, promoting, transferring, assigning, and retaining employees;
4. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and non-productive;
5. maintaining the efficiency of government operations;
6. determining the methods, means, job classifications, and personnel by which government operations are to be conducted;
7. taking whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
8. establishing the methods and processes by which work is performed.

ARTICLE 14 **LABOR/MANAGEMENT COMMITTEE**

Section 1. The Employer and the Federation agree to the establishment of a Labor/Management Relations Committee. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit.

Section 2. The Committee will consist of two employees from the unit and two from Employer, one whom does not work in the Liquor Distribution Bureau.

Section 3. The Committee shall meet at a mutually agreed time. Meetings will normally be held during working hours.

Section 4. Five working days prior to the agreed meeting time each party shall provide the other with a list of items to be discussed. This requirement may be waived by mutual agreement.

Section 5. After each meeting, the Committee will jointly outline the topic discussed, list any suggestion given to correct the problem, and indicate areas of consensus and disagreement. The report will be sent to the Administrator.

ARTICLE 15 **SAVINGS CLAUSE**

Section 1. Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court or board of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 16
WAIVER CLAUSE

Section 1. During the term of this Agreement and any extensions hereof, neither party shall be obligated to bargain collectively with respect to any matter unless specifically required to do so by the express terms of this Agreement.

ARTICLE 17
TERM AND MODIFICATIONS OF BASIC AGREEMENT

This Agreement shall be effective as of the 1st day of July 2023, and shall remain in full force and effect until the 30th day of June 2025. Either party may notify the other in writing at least 60 days prior to the anniversary date that they desire to modify or renew this Agreement. When such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date. When such notice is given by the Federation, it shall be given to the Chief, State Office of Labor Relations.

Neither party to this Agreement shall make unilateral changes in the terms of the basic Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

DATED this 1/31/2024.

FOR: STATE OF MONTANA

DocuSigned by:
Karol Anne Davis
302B3999E2BE4DB...

Karol Anne Davis, Chief Labor Negotiator
Department of Administration

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Brendan Beatty
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Brendan Beatty, Director
Department of Revenue

FOR: MONTANA FEDERATION OF
PUBLIC EMPLOYEES

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Amanda Curtis
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Amanda Curtis, President
MFPE

DocuSigned by:
Shawn Self
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Shawn Self
MFPE

ADDENDUM A

Liquor Warehouse - Montana Federation of Public Employees

Section 1. The wage rates and working conditions set forth herein are a part of the certain Agreement between the State of Montana and the Montana Federation of Public Employees, Liquor Warehouse and dated July 2023.

Section 2. Classifications and base hourly wage rates covered by this Agreement.

Addendum A

		Wages 7/1/2023- 6/30/2024	Wages 7/1/2024 - 6/30/2025
B7	Warehouse I (Job Code 998531)	24.367000	25.867000
B9	Warehouse II (Job code 992103)	25.483000	26.983000
B10	Warehouse Lead (Job code 998535)	26.654000	28.154000
B11	Warehouse Foreman (Job code 999206)	28.550000	30.020000

Section 3. New employees hired shall be paid at 90% of the applicable rate in effect for the first six months of their employment.

New Hire Entry Martix (90%)

		Wages 7/1/2023- 6/30/2024	Wages 7/1/2024 - 6/30/2025
B7	Warehouse I (Job Code 998531)	21.930300	23.280300
B9	Warehouse II (Job code 992103)	22.934700	24.284700
B10	Warehouse Lead (Job code 998535)	23.988600	25.338600
B11	Warehouse Foreman (Job code 999206)	25.695000	27.018000

Section 4. Pay will be retroactive to the first day of the first complete pay period that includes July 1, 2023, the base salary of each employee must be increased \$1.50 an hour or by 4%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2024, the base salary of each employee must be increased by \$1.50 an hour or by 4%, whichever is greater.

Section 5. In addition to the wage schedule above, each employee who has completed 5 years of uninterrupted State service will receive 1.5% of the employee's base salary multiplied by the number of completed, contiguous five-year periods of uninterrupted State service. Beginning October 1, 1999, in addition to the 1.5% for every five years noted in the preceding sentence, each employee who has completed 15 years of uninterrupted State service or completed 20 years of uninterrupted State service will receive an additional 0.5% of the employee's base salary for each of those two increments of additional five years of uninterrupted service.

Section 6. Career Ladders will be discussed further through the Labor Management Committee by July 1, 2025.