

2023-2025

AGREEMENT BETWEEN

**STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION**

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
District W24, Local 88**

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AGREEMENT
between
STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
and
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, DISTRICT LODGE W24, LOCAL 88

PREAMBLE

THIS AGREEMENT, made and entered into this 7/21/2023 by and between the State of Montana, Department of Natural Resources and Conservation, Forestry Division, hereinafter called the "Employer," and Local No. 88 of the International Association of Machinists and Aerospace Workers in Montana, District Lodge No. W24 hereinafter called the "Union," shall constitute a binding "Agreement" governing the covenants and stipulations herein contained. The parties of this AGREEMENT mutually agree as follows:

WHEREAS, the Employer considers the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees and, insofar as such practices and procedures are appropriate to the functions and obligations of the Employer acting through its Director, to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the Employer and its employees.

WHEREAS, it is the intention of this AGREEMENT to provide, where not otherwise mandated by statute, for the salary structure, fringe benefits, the employment conditions of the employees covered by this AGREEMENT, to prevent interruption of work and interference with the efficient operation of the Employer and to provide an orderly and prompt method of handling and processing grievances.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
MANAGEMENT RIGHTS
(In compliance with 39-31-303, M.C.A.)

Section 1. The Union shall recognize the prerogatives of the Employer to operate and manage its affairs in such areas as, but not limited to:

- (a) Directing employees;
- (b) Hiring, promoting, transferring, assigning, and retaining employees;
- (c) Relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
- (d) Maintaining the efficiency of government operations;
- (e) Determining the methods, means, job classification, and personnel by which the Employer operations are to be conducted;

- (f) Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency;
- (g) Establishing the methods and processes by which work is performed.

ARTICLE 2

UNION RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative of all Fire Equipment Repair and Design Technician/machinist employees and the nursery equipment operator employee of the Employer as shown by classification in Addendum A, but excluding the Director, the supervisors, management members, professional employees, temporary and seasonal employees.

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 remain neutral on all Union Business and will direct all questions about the Union membership to 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.

The Employer agrees to accept and honor voluntary written assignments of Union dues from wages or salaries due and owing employees covered by this Agreement provided that such assignments can be grouped, and the total made payable to the employee's respective Union.

Section 3. It is agreed the Employer may, at the Employer's option, call the Union when in need of workers, and the Union agrees to make available to the Employer job-applicants, to the extent they are available without regard to Union membership or non-membership or any requirements pertaining to Union bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

The Employer shall have full freedom in selecting employees and shall have the right to reject any job-applicant made available by the Union; it being mutually understood and agreed that this Section does not constitute a hiring arrangement, but merely an optional service offered by the Union for the convenience of the Employer and unemployed workers.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgment brought against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 **NON-DISCRIMINATION**

The parties will not discriminate against any employee covered by this agreement with respect to any term or condition of employment because of union membership, engaging in lawful union activities, or because of any other status protected by Federal, State, or local law.

ARTICLE 4 **HOURS OF WORK - OVERTIME - HOLIDAYS**

Section 1. A regular workday shall consist of eight (8) continuous hours; provided, however, a normal lunch period not to exceed one (1) hour may be taken, which shall not be considered as a part of the eight (8) hour workday.

Work Week - A standard workweek shall be a seven (7) day period, composed of five (5) consecutive workdays immediately followed by two (2) days off. The standard workweek shall consist of five (5) workdays, Monday through Friday, except as provided in Section 2.

Rest Periods - All employees shall be granted a fifteen (15) minute rest break during the first four (4) hours of the shift and another fifteen (15) minute rest period during the second four (4) hours of the shift. Rest breaks cannot be accumulated and any work that may be performed during rest breaks shall not be subject to any additional compensation.

Mechanic/machinist employees shall be granted a length of time not to exceed ten (10) minutes for personal cleanup and securing the equipment development complex prior to the end of each work shift.

Section 2. Shifts and day schedules may be changed in emergencies or for specific projects.

Section 3. Employees who are called to work after having completed their work shift or on their scheduled days off shall be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay. Compensation shall be for no less than two (2) hours for each callout. It is understood that this provision does not apply to work which is a continuation of the workday or when the employee decides to return to work at a later time rather than continue the workday.

Section 4. All hours worked over eight (8) hours in a workday or over forty (40) hours in a work week will be compensated for at the rate of one and one-half (1 1/2) times their regular hourly wage. Any overtime worked must first be approved by management. There shall be no pyramiding of overtime.

The alternate work schedule is defined as four (4) consecutive workdays, each workday consisting of ten (10) hours between 7:00 a.m. and 5:30 p.m. with one half-hour (1/2) hour unpaid lunch break. The alternate work schedule week shall consist of forty (40) hours; that is, four (4) workdays. Which days are worked and which are taken off are determined by seniority. Start times shall not be altered without mutual agreement.

When an alternative work schedule is in effect, all hours worked over ten (10) in a workday or forty (40) hours in a work week will be compensated at the rate of one and a half (1 ½) times the regular hourly wage.

Section 5. For call-out assignments on an employee's day off reasonable excuses will be honored. However, each employee recognizes it is essential that a special effort is made to cooperate with call-out requests during the fire season or other emergency situations. Employees who wish to volunteer for call-out assignments will sign a list two weeks in advance of the time the employee is volunteering to be available for call outs. Should no employees volunteer, then the Employer will call out the qualified employee with the lowest seniority. Should a conflict occur between employees volunteering for a call out, the Employer will resolve the conflict on the basis of seniority. Use of a pager will also be voluntary.

Section 6. Recognized paid holidays shall be the following, in compliance with State statute 1-1-216, M.C.A.:

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

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. An 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. Short-term workers or student interns may not receive a floating holiday.

A full-time employee who is scheduled for a day off on one of the above enumerated holidays shall be entitled to 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 scheduled by the employee and his or her supervisor. Such day off is in addition to the employees' regular days off and scheduling of such day off is subject to the requirements of the department. The employee is entitled to this additional day off provided the employee was in pay status on the last regularly scheduled workday immediately prior to the holiday or on the first regularly scheduled workday after the holiday. Part-time employees shall be eligible for holiday pay on a prorated basis according to Department of Administration rules.

Recognized holidays worked shall be paid at the rate of two and one-half (2 1/2) times the regular straight time rate of pay without a compensatory day off.

Section 7. Sick leave. (Per State statute.) Sick leave credits accrue from the first day of employment. However, employees must be continuously employed for a ninety (90) day qualifying period to use sick leave.

Section 8. Vacation leave. (Per State statute.) Employees will earn vacation days in accordance with the following schedule computed from date of employment.

- (a) One (1) year through ten (10) years of employment, 15 working days;
- (b) Ten (10) years through fifteen (15) years of employment, 18 working days;
- (c) Fifteen (15) years through twenty (20) years of employment, 21 working days;
- (d) Twenty (20) years or more of employment, 24 working days.

Vacation days may be taken at a time that is mutually agreeable to the Employer and employee. The senior employee will be given preference in vacation scheduling. An employee shall not be allowed to accrue more than two (2) times his annual vacation leave.

Section 9. All employees subject to this Agreement shall be classified and paid in accordance with the classification and wage scales hereunto annexed as Addendum A and by reference made a part hereof.

ARTICLE 5 **SCOPE OF WORK**

Section 1. This Agreement covers the work performed by the employees for the Employer as stated in the employee's Position Description and as defined below:

- (a) Maintenance shall be any work performed of a repair or maintenance character.
- (b) The word repair used under the terms of the Agreement and in accordance with maintenance is work required to restore by replacement parts to efficient operating conditions.
- (c) The word design used within the terms of the Agreement is work required preparatory to maintenance, repair or development work including the visualizing, sketching, diagramming and laying out of the work to be performed.
- (d) The word development used within the terms of the Agreement and in conjunction with design is the work required to repair and/or alter existing equipment to specialized needs or the fabricating of specialized equipment.
- (e) The phrase nursery equipment operation used within the terms of this Agreement is the skilled operation of light to heavy nursery equipment, such as, crawler tractors, wheel tractors and farm equipment, plus their attachment, for the purpose of accomplishing assigned forestry, farm or construction type projects.

ARTICLE 6

WORKING RULES

Section 1. Wages due shall be paid at least two (2) times a month to all employees through the normal state payroll system. The payroll will be assumed to be correct and there will be no adjustment required by the Employer unless the employee makes a claim within ten (10) days.

When an employee is discharged, their pay shall be made available to him or her according to State statute 39-3-201, 203, 204, 205, 206, 209 and 215, M.C.A.

Section 2. The authorized and credentialed representatives of the Union shall be allowed admission to job sites of employees covered under this Agreement during working hours for the purpose of investigating working conditions; provided, however, that the representative shall first give prior notice to the appropriate Division Administrator or a designated representative, and shall not unduly interfere with the employees or cause them to neglect their work. If this section is violated, the Division Administrator will notify the Union.

Section 3. The Employer and Union will cooperate in adequate safety and sanitary practices.

Section 4. All existing rules, regulations, and policies of the Department of Natural Resources and Conservation, the appropriate Divisions and the Montana Operations Manual that are not specifically covered by this Agreement shall remain in full force and effect, provided such rules, regulations and policies are not in conflict with the terms of this Agreement and copies of such have been made available to the employees. It is understood that management retains the right to change, delete, and/or implement such rules, regulations and policies, so long as they do not conflict with the collective bargaining agreement. Employees shall become familiar with such rules, regulations and policies.

Section 5. Training will be provided for employees covered under this contract if funding for such training is available. The Employer will determine training needs for the efficient operation of the Department of Natural Resources and Conservation mechanical shops. Training, whenever possible, will be conducted during state time and at state expense, as determined to be appropriate by the Employer. Each request will be considered on its own merit and an appropriate response will be provided to the covered employee.

Section 6. It is mutually agreed that the employer and the employee will discuss on a regular basis any training needs to help the employee build their knowledge base and keep up on the newest technologies in the field. The employer will pay for such training if the budget will allow.

Section 7. The Employer shall provide coveralls to all unit members. Further, the Employer, wherever practicable, will provide on-site facilities for the cleaning of said coveralls, which will then be the responsibility of the employees. Where such facilities are not provided, the Employer shall arrange for such cleaning to be done professionally.

ARTICLE 7 **SENIORITY**

Section 1. Seniority shall be recognized after a 1-year probationary period. At the end of the probationary period seniority shall accrue retroactively to the last date of hire. If seniority dates are the same, then surname alphabetical order shall govern; if surnames are identical, then first name and middle name alphabetical order shall govern.

Section 2. During the probationary period, the Employer may discharge an employee at any time with or without cause.

Section 3. For vacant bargaining unit positions which the Employer has announced for filling, when experience, qualifications, and capabilities are equal, then seniority shall prevail in selection. It is understood that seniority shall neither be construed as a guarantee of appointment nor as a restriction on the Employer to hire from outside the bargaining unit.

Section 4. Layoffs and recall of laid off employees shall be governed by the factors of experience, qualifications, capabilities and seniority. Where experience, qualifications and capabilities are equal, seniority shall govern.

Recall shall be deemed initiated upon written notice to the employee at the employee's last known address. An employee recalled shall have ten (10) calendar days from letter postmark in which to accept re-employment and return to work at the time scheduled by the Employer.

In order to avoid layoffs, the Employer, at the Employer's option, may resort to reducing the hours of the workweek.

Section 5. Seniority shall be lost if: an employee terminates or is terminated; an employee refuses a recall; or an employee is not recalled within a period of one year.

Seniority shall not accrue during periods of layoff or during leaves of absence without pay, excluding earned vacation and sick leave not extending more than thirty (30) days.

ARTICLE 8 **DISCIPLINE**

Section 1. Considering the severity of the incident, the employer will follow the principles of progressive discipline as defined in the Montana Operations Manual

Section 2. No employee will be disciplined or discharged without just cause.

Section 3. Prior disciplinary actions, including but not limited to written warnings and reprimands shall not be considered in future disciplinary actions if there have been no repeat offences within twenty-four (24) months of the date of the prior disciplinary action.

ARTICLE 9

GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances (hereinafter referred to as grievances) arising between them involving questions of interpretation or application of the express terms and provisions of this Agreement.

An employee invoking the procedure herein outlined to resolve a grievance waives his or her right to process such grievance through any other procedure which may be available.

Step 1 - Any grievance shall first be taken up with the employee(s) and the immediate supervisor, within ten (10) working days of the grievable event. In no event shall any grievance advance to Step 2 unless the immediate supervisor has been given the opportunity to attempt to resolve the grievance. The supervisor shall have ten (10) working days to give a response. If no response is given, the grievance shall advance to the next step.

Step 2 - If a grievance cannot be resolved at Step 1, the designated union representative shall present the grievance, in writing, to the appropriate Division Administrator within ten (10) working days of the receipt of the Step 1 response. The grievance must state the name of the grievant, when the incident occurred, the nature of the grievance (being specific), the applicable Articles of the contract which were violated, the remedy sought, the signatures of the grievant and the business agent, and the dates of signing. Failure to follow the requirements (above) of this step shall render the grievance non-arbitrable. The Division Administrator shall have ten (10) working days to give a response.

Step 3 - If the grievance cannot be resolved at Step 2, the grievance shall be presented in writing to the Director of the Department of Natural Resources and Conservation within ten (10) working days of receipt of the Step 2 response and attempted settlement shall be made. The Director shall issue the final administrative decision within ten (10) working days of the receipt of the Step 3 grievance.

Section 2. Should the aggrieved employee or employees and the Union consider the decision of the Director to be unsatisfactory, the local Union shall, within ten (10) working days of receipt of such decision, notify the Director and the State Labor Relations Bureau Chief, in writing, of its intention to have such grievance referred to arbitration.

Thereupon in all events, within ten (10) working days after such written notice of intention is delivered to the Director and State Labor Relations Bureau Chief, the Union and the Director shall call on the Board of Personnel Appeals to provide a list of five (5) impartial persons qualified to be arbitrators.

Each party shall be entitled to strike two (2) names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall consider the grievance and shall render a decision as soon as possible. The decision of the arbitrator shall be final and binding.

Each party shall share equally the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcript shall pay all costs. If each party requests transcripts, they shall equally share the cost.

During the processing of any matter under this or the preceding steps, the Union agrees not to strike, render unfair reports, or cause slow down, and the Employer agrees not to lock out employees represented by the Union.

Any failure or refusal to abide by the terms of this grievance and arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.

No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

The arbitrator shall first determine the arbitrability of the grievance under the terms and conditions of the Agreement.

Section 3. Designated representatives may replace any of the titled positions named in the above procedures.

Section 4. Time limits stated in the above procedures may be extended by written mutual agreement.

ARTICLE 10 PENSION FUND

Section 1. Employees shall be covered by the Montana Public Employees Retirement System as provided for in State law.

Section 2 Bargaining unit members may participate in the Machinist Pension fund, pursuant to the attached addendum.

ARTICLE 11 HEALTH AND WELFARE INSURANCE

Member-paid employee health benefit coverage costs for single member will not increase through plan year 2025. The cost of single-member health benefit coverage will be

covered by the state share contribution, after the health incentive is applied. Member contributions, copay amounts, deductibles, coinsurance levels, and maximum out-of-pocket levels for employee-only coverage will not increase through plan year 2025.

ARTICLE 12 **NO STRIKE - NO LOCKOUT**

Section 1. There shall be no intentional interference with work, such as: any strike, including but not limited to sympathy strikes, sit down strikes, wildcat strikes, intermittent strikes, or partial strikes; work slowdowns; sick-outs.

Section 2. The Employer reserves the right to discipline, up to and including discharge, any employee who violates this Article.

Section 3. The Employer shall not engage in a lockout against the employees. However, this section shall not be construed as preventing layoffs for legitimate reasons.

ARTICLE 13 **SAVINGS CLAUSE**

Section 1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. 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 to 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 subjects or matter was proposed and later withdrawn.

ARTICLE 14
EFFECTIVE DATE - TERM

This Agreement shall be effective as of the first day of July 2023, and shall remain in full force and effect through the 30th day of June 2025, and shall remain in effect from year to year thereafter, except that either party may notify the other in writing at least sixty (60) days, but not more than one hundred eighty (180) days prior to the expiration date that they desire to modify this Agreement.

If the Union gives such notice, it agrees to also notify the Chief of the Labor Relations Bureau in writing of such requested negotiations, at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin not later than thirty (30) days prior to the expiration date.

Dated this 7/21/2023

FOR: STATE OF MONTANA
OF DEPARTMENT OF NATURAL
RESOURCES AND CONSERVATION

FOR: INTERNATIONAL ASSOCIATION
MACHINISTS AND AREOSPACE
WORKERS, LOCAL 86

DocuSigned by:
Amanda Kaster
ZABD21A0E5DE440...
Amanda Kaster, Director
Department of Natural Resources
and Conservation

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Troy Buhl
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Troy Buhl, Business Representative
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Rex Renk
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Rex Renk, Chief of Staff
Department of Natural Resources
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Anjenette Schafer
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Anjenette Schafer, Chief
State Office of Labor Relations

ADDENDUM A

Section 1. The wage rates and working conditions set forth herein are a part of that certain Agreement captioned, "Agreement between the State of Montana, Department of Natural Resources and Conservation and International Association of Machinists, District Lodge W24, Local No 88". Such wage rates and working conditions shall become effective the first day of the first full pay period designated below and shall remain in full force and effect until June 30, 2021.

Section 2.

Working Title	Position number/FTE	July 1, 2023	July 1, 2024
T3301M Shop Foreman	60560	\$30.73	\$32.23
T33012 Mechanic/Machinist	60954, 60953, 60630, 60557,00069, 60955, 00119	\$27.55	\$29.05

Section 3

All employees covered by this agreement shall be reimbursed up to \$200 per contract year for the purchase of safety equipment and/or clothing. for use on the job. The employer shall continue to provide and pay for safety equipment and clothing currently provided. Reimbursement is limited to \$200 per contract year. Reimbursement requests must include a receipt and shall be paid by the next payroll period. Receipts may be carried forward from year to year; however, may not be carried forward from one biennium (or contract term) to the next.

Section 4.

- (a) Longevity Allowances will be paid in addition to the above-cited hourly rates in accordance with MCA 2-18-304. Each employee who has completed five (5) years of uninterrupted state service must receive 1.5 percent of the employees' base salary multiplied by the number of completed, contiguous 5-year periods of uninterrupted state service.
- (b) Beginning July 1, 2007, in addition to the longevity allowance provided under subsection (a) above, each employee who has completed ten (10), fifteen (15) or twenty (20) or twenty-five (25) of uninterrupted state service must receive an additional 0.5% percent of the employees' base salary for each of those additional 5 years of uninterrupted service. Pursuant to Section 2-18-306 MCA.