

2025-2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION**

and the

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
HIGHWAY MAINTENANCE**

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PREAMBLE

THIS AGREEMENT is made and entered into this 7/12/2025 by and between the State of Montana, Department of Transportation, hereinafter called the EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL-CIO), its Montana State Council No. 9 and its Local Unions Nos. 118, 156, 225, 243, 616, 852, 1073, 1621, 1900, and any locals of the Union representing Department of Transportation's employees, all of which are hereinafter called the UNION, for the purpose of promoting and improving the relations between the Employer, its employees, and the Union, establishing a formal understanding relative to all conditions of employment and providing a means for amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will insure to the welfare and benefit of the people of the State of Montana.

In consideration of the mutual covenants herein set forth which have been mutually determined at negotiating conferences the Employer and the Union agree will be bound as follows:

ARTICLE 1.
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all Maintenance employees of the Montana State Department of Transportation, classified under Addendum "A" attached, employed to do highway maintenance work covered by the terms of this Agreement.

Section 2. The jurisdiction of the Union will be that unit duly certified by the Board of Personnel Appeals.

Section 3. The jurisdiction between the local unions will be the sole responsibility of the Union.

ARTICLE 2.
UNION SECURITY

Section 1. Designated Union representatives and their local affiliates and chapters shall receive ample opportunity to provide membership information to Union-represented

positions during the employee onboarding process. The State and the Union shall work together to ensure reasonable access to the onboarding processes through either in-person presentations or other avenues -such as web-based and/or written information - in those situations where in-person orientation does not occur.

Section 2. The Union and the Employer agree that employing State agencies may not interfere with, restrain, or coerce employees in the exercise of rights guaranteed in § 39-31-201, MCA. The parties further agree that the Employer shall direct all newly hired employees and current employees who have questions and concerns regarding Union membership to contact the Union-designated representatives.

Section 3. 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 one assignee.

Section 4. The Union will indemnify, defend and hold the Department of Transportation and the State of Montana harmless against any claim made and against any suit instituted against the Department of Transportation, including attorney's fees and costs of defense thereof, on account of any provision of this Article.

ARTICLE 3. SENIORITY

Section 1. Seniority will be recognized after three months of continuous service in a field maintenance area and will include the first three months of employment time from the most recent date of hire.

Section 2. Layoffs: The last person hired within a field maintenance area will be the first person laid off or transferred. In cases involving the same hire dates, the employee with the highest score on the employment test will avoid the layoff. If the test scores are the same, the employee with the highest number in the last four digits of their social security number will avoid the layoff.

Section 3. Recall: If a position is vacated by the layoff of the least senior employee and then later restored by the Employer, the vacated position will be posted within the field maintenance area. If the vacated position remains unfilled after the bidding process is completed, laid off employees will be recalled in reverse order of layoff to the vacated position providing the position is in the previous grade and classification of the laid off employee. Recalled employees must respond within 15 days to a certified letter offering re-employment or forfeit all rights to re-employment.

Section 4. Seniority will be revoked if an employee: retires or otherwise terminates employment; is discharged; 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 two weeks' notice of termination to the interim employer.

Section 5. Seniority will continue to accrue for up to a period of 18 months if an employee is on layoff or is granted an authorized leave of absence. All of an employee's seniority will be revoked if the employee has not been recalled from a layoff by the end of the 18-month period. Also, an employee on an approved leave of absence at the end of the 18-month period will cease to accrue seniority until they return to work or revokes seniority in accordance with Section 4.

Section 6. Discharge will be subject to review in accordance with grievance and arbitration provisions of this Agreement.

Section 7. When crews of differing jurisdictions (Crafts/AFSCME) are combined, seniority will prevail for work assignments. No employee will receive differential pay, as outlined in Article 14, because of this provision.

Permanent employees will have seniority over temporary or seasonal employees regardless of jurisdiction.

Section 8. Once annually and upon request by an AFSCME field representative, the Employer will provide a list of all permanent, full-time bargaining unit employees, their hire dates, and their pay locations.

ARTICLE 4. SHOP STEWARD CLAUSE - NON-DISCRIMINATION

Section 1. The Employer will grant a reasonable amount of time off without pay to Union members whenever required in the performance of duties as a "duly authorized representative of the Union," provided such absences do not interfere with the operation of the Department of Transportation. In addition to leave without pay, the employee may utilize personal leave, or, with prior approval from management, flex their schedule but only for the actual time to attend a due process and/or investigatory meeting. The employee's schedule must be flexed in the same workday and does not include travel time. "Duly authorized representative" means members of regularly constituted committees and/or officer of the Union.

Section 2. The Union(s) will furnish the Maintenance Chief lists of the names of said representatives and will update those lists when appropriate. Further, the Union shall furnish one name as a point of contact per local for processing grievances.

Section 3. This Agreement will allow three shop stewards at each field maintenance area in the Union's jurisdiction. If an employee is located away from the steward's work location such employee will contact the steward on their own time and at their own expense.

Section 4. No employee will be discharged or discriminated against by the Employer for upholding Union principles or working under the instructions of the Union, so long as such activity does not interfere with the operations of the Department of Transportation. The parties further agree that each will fully comply with applicable laws and regulations

regarding discrimination against any applicant for employment or any applicant for Union membership because of any protected class under the law.

ARTICLE 5. RULES, REGULATIONS & POLICIES

Section 1. All existing rules, regulations, and policies of the Department of Transportation that are not specifically covered by this Agreement will remain in full force and effect, provided such rules, regulations, and policies are not in conflict with the terms of this Agreement.

Section 2. The Union will notify the Administrator, Department of Transportation Human Resources Division, when discrepancies in application and enforcement of rules, regulations and policies are discovered. The Administrator will then investigate such discrepancies and notify the Union of resolution.

Section 3. The Employer agrees to notify the Union, in writing, of, and the Union may discuss with the Employer, the establishment of new rules, regulations, and policies affecting maintenance employees or changes in such rules, regulations, or policies prior to placing them in effect. Such changes will be emailed to employees and will become effective 10 working days after the date sent, excepting in cases of emergencies requiring immediate action.

Section 4. Employees will comply with all rules, regulations, and policies that are not in conflict with the terms of this Agreement, provided they are uniformly applied and enforced. Questions concerning the rules, regulations, and policies will be addressed informally and, if not resolved, will be addressed through the grievance procedure.

Section 5. Any unresolved complaints of any new or existing rules, regulations, or policies, or discrimination in their application, will be resolved through the grievance procedure.

ARTICLE 6. MANAGEMENT RIGHTS

Section 1. Management retains the rights to manage, direct, and control functions in all particulars except as limited by the terms of this Agreement, or state law. Such rights will include but not be limited to:

1. Directing employees.
2. Hiring, promoting, demoting, transferring, assigning, and retaining employees.
3. Relieving employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive.

4. Maintaining the efficiency of government operations.
5. Determining the methods, means, job classifications, and personnel by which the Employer's operations are to be conducted.
6. Taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency.
7. Establishing the methods and processes by which work is performed.

The retention of these rights does not preclude any employee, or the Union, from filing a grievance or seeking a review of the exercise of this right in a particular case.

ARTICLE 7. CAREER LADDER, VACANCIES & REQUIREMENTS

Section 1. This Section provides the system for promoting employees within the maintenance technician series. Employees will be promoted by completing the required time in grade, classroom training, practical experience, and by successfully completing the MDT Maintenance Academy.

AFSCME Council 9 will be notified by email of position openings covered by the Agreement.

Section 2. VACANCIES

Subsection 1. Maintenance Technician Opening

1. The position will be posted in the field maintenance area, and employees covered under the AFSCME contract will be given first consideration for vacant positions within the maintenance area. Management will make every effort to give a minimum two week notice to the employee prior to the effective start date, unless by mutual agreement between the Employer and the employee. If there are no permanent full-time applicants or if none of the permanent applicants qualify for the position, the Employer will then fill the position within the seasonal classification. If there are no seasonal employees signed up for the position, or if none of the seasonal applicants qualify for the position, the Employer will then fill the position from within the temporary classification. (For purposes of this Section, permanent full time will not apply to seasonal or temporary employees.)
2. Each 2080 hours of temporary employment as a Maintenance Technician I with MDT will count as one point, with a maximum of 10 points for seniority. The point(s) will be added to the total passing score. They must also successfully complete a competitive selection process both at the selection for initial hire and permanent hire. This seniority provision applies only to the selections indicated in this paragraph.

3. If there are no temporary employees signed up for the position, or if none of the temporary applicants qualify for the position, the Employer may hire from whatever source the Employer wishes to utilize. Nothing in this provision precludes the Employer from exercising other management selection rights, such as reference checks.
4. Seniority within the field maintenance area will be the controlling factor for a permanent employee desiring to fill or transfer to a vacant position within the maintenance technician series with the understanding that permanent full-time employees will be considered first over seasonal and temporary employees.
5. If another maintenance technician vacancy occurs in the same maintenance section within 60 days of the original vacancy posting, the same applicant pool may be used for the selection.

Subsection 2. Other Positions (non-maintenance technician)

1. The selection of applicants for all other positions outside the Maintenance Technician career ladder will be filled according to MDT policy.
2. There will be at least one union member from AFSCME, chosen by management on the selection committee for Section Person positions.

Subsection 3. Vacancies may be posted internally and externally concurrently. Preference will be given to union members.

Section 3. General Conditions for All Maintenance Positions

Subsection 1. If the job description requires a CDL, within 30 calendar days of hire, proof of all CDL requirements under said job description will be required for continued employment. If an employee is unable to acquire the full CDL licensure within 30 calendar days due to testing limitations, the employee must notify the Maintenance Chief, who may grant an extension.

Subsection 2. Vacancies for Maintenance Superintendent, Shop Superintendent, and Field Maintenance Bureau Chief or other equal or higher-rated positions are not covered by this Agreement.

Subsection 3. Qualifications for job openings will include a requirement that the successful applicant establish their permanent residence within 45 road miles from the section house within 45 calendar days of the effective date of the appointment, and that the applicant must have a telephone or reasonable access to the section house. This does not include mechanics/machinists.

Subsection 4. Qualifications for Section Person openings will include a requirement that the successful applicant establish their permanent residence within 30 road miles from the section house within 30 calendar days of the effective date of

appointment and that the applicant have a telephone or reasonable access to the section headquarters.

Employees may request an extension of time to move in accordance with MDT policy.

Section 4. Internship Program. Management reserves the right to hire up to five interns. The interns shall be hired according to the Human Resources Internship program guidelines and shall be paid 60% of that occupation's current hourly base rate. Interns will not be utilized to reduce overtime or crew sizes.

ARTICLE 8. PAY & HOURS

Section 1. Definition of Workday and Week. A regular workday will consist of eight hours continuous except for a normal lunch period not to exceed one hour. A regular workweek shall consist of 40 hours, five regular workdays, Monday through Friday, inclusive. A designated workweek shall consist of 40 hours composed of any five consecutive workdays immediately followed by two days off. The schedule for a designated workweek will be established by the Employer.

Subsection 1. Alternate work schedules (four 10-hour days, or four nine-hour days and one four-hour day) will be discussed and mutually agreed to in writing with the Union prior to implementation.

Section 2. Application of Workday and Week.

Subsection 1. For routine highway maintenance work the regular workweek will prevail.

Subsection 2. The assignment of the duties of janitor, service person, and similar type work will normally be confined to the classification within an area headquarters maintenance section of service or combination person on a designated workweek basis. Maintenance employees in other classifications within an area headquarters maintenance section, may by mutual agreement be assigned to these duties on a designated workweek basis in cases of emergency or approved leave. In case mutual agreement cannot be reached with any employee, the employee with the least seniority within an area headquarters maintenance section in grades 5 through 8 will be assigned this duty.

Subsection 3. Maintenance employees may by mutual agreement be assigned to duties on a designated workweek basis in cases of emergency, approved leave, or winter weather conditions. In case mutual agreement cannot be reached with an employee, this duty will be assigned by seniority beginning with a list of permanent full-time employees with the exception of the section person and the crew leader, and then a list of seasonal and temporary employees.

Subsection 4. Employees will be given 24 hours' notice prior to a change of shift.

Subsection 5. When an employee is scheduled for training, the work shift may be changed by the supervisor for that training with 24-hour notice.

Subsection 6. Summer Schedule & Flextime: In the Spring members will be given the option to vote on division-level summer alternative schedule: Between Memorial Day and Labor Day, schedules will alternate between five 8-hour shifts and four 10-hour shifts. Start times for all shifts will be 6:00am. Employees will be given 24-hour notice before a change in start time. Division-level vote for Mechanics/Maintenance Shop workers will be separate.

Subsection 7. On an occasional basis throughout the year, and with the approval of Management or their designee, employees may flex their regular daily work schedule. All hours flexed must be made up during the same designated workweek. Flexing hours within a 40-hour workweek will not result in overtime. Subsection 6 and 7 will sunset June 30, 2027.

Section 3. All time worked in excess of eight hours in any one workday, or all time worked in excess of 40 hours in any one workweek, or on days other than the designated workweek, will be compensated at the rate of one and one-half times the regular rate or one and one-half times compensatory time. Selection for either option can be made on a half-hour-by-half-hour basis. If an employee elects to be compensated by time off, the maximum amount they may accrue is 80 hours. Any excess hours earned beyond 80 will be compensated at time and one-half pay. Compensatory time may not be accrued while in grade differential status.

Subsection 1. Workdays will commence at midnight except where a designated shift extends through the midnight hour, or where the employee is working on an overtime rate immediately prior to midnight, in which case the overtime rate will continue until the employee is released.

Subsection 2. Time and one-half pay or compensatory time will be given for work performed prior to or after the designated shift. The overtime provisions of the labor agreement are intended to provide a premium for employees working under said provisions. With this understanding, the employees covered by the labor agreement are encouraged to avail themselves to said premium pay in accordance with the Employer's needs.

Section 4. Shift Differential.

Subsection 1. For any full shift that starts between the hours of 1:00 p.m. and 1:00 a.m., employees will receive a \$1.75 per hour shift differential. Shift differential will be paid for all actual hours worked during a full shift.

Subsection 2. A full shift is working a minimum of eight hours for a full-time employee and four hours for a part-time employee, or a combination of actual hours

worked and approved leave. Employees will be paid the appropriate grade differential if assigned to work in a higher grade, and the shift differential. For all employees called out between the hours of 1:00 p.m. and 1:00 a.m., shift differential will be paid for actual hours worked.

Subsection 3. Shift differential, as outlined in Subsection 1, will be paid at the rate of one and one-half times the contractual rate of \$1.75 per hour for all hours work in overtime status.

Section 5. The Employer will attempt to equalize overtime during the period from October 1st through September 30th of each year, between permanent employees in each field Maintenance Section, with all employees being considered equal each October 1st. Overtime for each employee will be posted in the section headquarters.

Section 6. If an employee works on any holiday, as set forth in Article 9, they will be compensated two and one-half times their regular rate of pay for all hours worked on said holiday. If an employee works on an additional day as set forth in Article 9, they will be compensated at two and one-half times their regular rate of pay for all hours worked on said additional day. However, if an employee works the additional day and receives pay as described herein, and the employee also works the actual day of the holiday, then such work on the actual day of the holiday will be compensated at one and one-half times pay if such time is in excess of the employee's 40-hour workweek.

Section 7. Sunday. Except for positions classified as Rest Area Caretakers, employees working on a Sunday will receive one and one-half times the regular rate for all hours worked.

Section 8. Call Out. If an employee is called out on a Saturday, Sunday, or holiday, each and every call out will be for a minimum of four hours. If call-out time is over four hours the minimum will be six hours. If the call-out time is over six hours the minimum will be eight hours. Compensation for Saturday and Sunday will be at one and one-half times pay and for holidays will be two and one-half times pay. If the employee is called out on any other day, each and every call out will be for a minimum of two and one-half hours at one and one-half times pay. Compensated time for a call-out begins when the employee arrives at the scene or an MDT facility and checks into service. Time spent on a call will be relieved after the emergency is satisfied and all work stemming from the emergency has been completed. Time spent on all emergency work will be designated at the time of the call out work. If, for some reason, the employee must return within the same call-out period, as defined above, it will not be considered a new call-out.

Subsection 1. For call out assignments on an employee's days off, reasonable excuses will be honored. However, each employee will realize it is essential that they make an effort to cooperate with call out requests during winter weather conditions or emergency situations. It is understood storm emergency employees may be used to achieve and complement a proper work force after making an attempt to contact all regular employees. It is further understood that Article 8, Section 4, may not be complied with in the application of this clause.

Subsection 2. Seasonal and temporary employees who are in an on-call status will be paid straight time for call-outs, until they work eight hours in a workday, 40 hours in a workweek or are called out on a premium shift (Saturday, Sunday and Holiday).

Section 9. “Section Persons A, B & C shall be excluded from call out pay unless 1) They meet the call out provisions of this Section; and 2. They are required to do the work of a subordinate or to compliment the crew”.

Section 10. Casual or seasonal storm emergency employees may be used to achieve and complement a proper work force. It is understood that the hiring of casual or seasonal storm emergency employees will not offset overtime for permanent employees.

Section 11. The Department of Transportation agrees to pay Section Persons A, B or C overtime compensation for hours worked in excess of eight hours per day or 40 hours per week, according to Article 8, Section 5, within the following criteria:

Subsection 1. Section Person A, B or C accumulated overtime hours must not ordinarily exceed the lowest accumulated hours of any person on their crew. Special unforeseen situations may occur that the Section Person A, B or C may temporarily exceed the lowest accumulated hours of any person on their crew. This condition should occur infrequently and should be corrected at the first opportunity.

Subsection 2. Claims for overtime by Section Person A, B or C will be subject to audit by the Department and abuse of the foregoing policy or failure to adequately schedule subordinates' work schedules are grounds for corrective or disciplinary actions.

Section 12. In the event the Employer identifies a need to offer entry-level driver training (ELDT) to the public within a specific division, notification shall be provided to employees via email. Employees interested in serving as a trainer shall express their interest by responding in writing via email. The selection of the trainer shall be at the sole discretion of the Employer. ELDT trainers shall be paid at Grade 12 differential while performing ELDT duties for the public.

ARTICLE 9. HOLIDAYS & LEAVES

Section 1. Employees will be granted the following holidays without loss of pay:

New Year's Day.....	1st Day of January
Martin Luther King Jr. Day.....	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4th Day of July
Labor Day.....	1st Monday in September
Indigenous Peoples' Day & Columbus Day.....	2nd Monday in October
Veteran's Day.....	November 11
Thanksgiving Day.....	4th Thursday in November
Christmas Day.....	25th Day of December
Any other day declared a legal holiday for state employees.	

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. Any 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.

Section 2. Should the holiday fall on a Sunday, the following Monday will be the holiday. Should the holiday fall on a Saturday, the preceding Friday will be the holiday. When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday, except as provided for in ARM 2.21.620 (3).

Section 3. Observance of a holiday falling on an employee's day off (Additional Day Provision). Any employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, will 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 day off.

Section 4. There will be no regular scheduled holiday work except that emergency work may be performed on holidays at time and one-half rate in addition to holiday pay (regular pay plus one and one-half times regular pay).

Section 5. Annual Leave (Vacation).

Subsection 1. Annual leave time will accrue at the rate established by law as follows:

1. From one full pay period through 10 years of employment at rate of 15 working days per year.
2. After 10 years through 15 years of employment at the rate of 18 working days per year.
3. After 15 years through 20 years of employment at the rate of 21 working days per year.

4. After 20 years of employment at the rate of 24 working days per year.

Subsection 2. There will be no annual leave granted until the employee has worked continuously for a period of six calendar months. Annual leave time will be granted at the time requested insofar as possible subject to the requirement of maintaining Department of Transportation operations:

1. Leaves of three days or less require a day's notice to the Maintenance Chief or designee. Unforeseen circumstances which do not allow the employee to give a day's notice may be approved at the discretion of the Maintenance Chief or designee provided the employee has contacted the Maintenance Chief or designee one hour prior to the beginning of the employee's shift.
2. When leave requests of more than three days are submitted at least 10 days in advance, the Employer will approve or disapprove the request in writing not less than five days before the beginning of the requested leave period. The reason for disapproval will be in writing.
3. In instances when it is necessary for an employee to make an early request for annual leave, the Employer will respond to the leave request at least 30 days prior to the beginning of the requested leave period. In the event of vacation plans that require monetary obligations or unusual advanced preparation, the Employer will respond within 30 days of the submission of the leave request. Examples include, but are not limited to, vacations incorporating air or boat travel, weddings and family reunions. The reason for disapproval will be in writing.

Subsection 3. Part-time employees who work at least 20 hours per week normally will accrue annual leave credits on a pro-rata basis.

Subsection 4. The amount of annual leave permitted to accrue past the beginning of a new calendar year will be two times the number of days earned annually.

Subsection 5. After six months of continuous employment, annual leave time earned but not used at the time of termination will be paid the employee at their regular permanent classification and salary grade rate in accordance with § 2-18-611, MCA.

Section 6. Sick leave for employees will be governed by regulations of the State Department of Administration, subject to any future revisions made by the Department of Administration.

ARTICLE 10. GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Any time an employee is suspected of wrongdoing which may result in disciplinary action, management will consider the employee's response prior to issuing the discipline.

A grievance shall be any dispute or complaint concerning interpretation, application, or compliance with any provision(s) of this Agreement, or whether the discipline or discharge of an employee who has successfully completed all probationary periods was for just cause.

Section 2. A grievance will be processed in accordance with the following procedure:

Step 1

If informal efforts between the employee and their supervisors have failed to resolve a grievance, the employee may refer the matter to their Local Union in writing within 14 calendar days of the occurrence of the alleged grievance. If the Local Union decides to pursue the grievance, the Union will, no later than the 30th working day after the occurrence of the alleged grievance, present the grievance in writing stating the nature of the grievance and the remedy sought, and discuss such grievance with the Maintenance Chief (except in the case of the Helena Headquarters, to the Equipment Bureau Chief). Within 14 calendar days thereafter, the Maintenance Chief will submit their reply in writing to the Local Union.

Step 2

Should the Local Union decide that the reply of the Maintenance Chief is unsatisfactory, the Local Union will submit the grievance, within 14 calendar days after receipt of the Maintenance Chief's decision, to the District Administrator (except in the case of the Helena Headquarters, to the Maintenance Division Administrator). Within 14 calendar days thereafter, the District Administrator will submit their reply in writing to the Local Union. Any grievance pertaining to a discharge may bypass Step 3 and proceed to Step 4 by mutual agreement.

Step 3

Should the Local Union decide that the reply of the District Administrator is unsatisfactory, the Local Union will resubmit the grievance to the District Administrator, (except in the case of the Helena Headquarters, to the Maintenance Division Administrator), within 10 working days after receipt of the District Administrator's decision at Step 2. Within 15 working days thereafter, a four person fact-finding panel, two persons from the Union, one of whom is not a party to the grievance or been involved in processing the grievance and two persons from Management, one of whom is neither involved with the grievance nor supervised by someone involved with the grievance, will be selected to establish facts, hear witness testimony, and determine

whether the grievance should be sustained or denied. The fact-finding panel will then hear both parties' case. In non-disciplinary cases, the Union will present their case first. Within 15 working days thereafter, the fact-finding panel by a majority decision will submit its findings in writing to both parties. The decision of the fact-finding panel will be the final solution to the grievance: no other recourse will be available to any party to the grievance except in the case of a deadlocked fact-finding panel.

By mutual agreement, the parties may bypass the fact-finding panel.

Step 4

Should the fact-finding panel not resolve the grievance, the Union will notify the Director of the Department of Transportation of its desire to move the grievance to arbitration. Such notice will be in writing and mailed within 14 calendar days after the fact-finding panel reached deadlock. The Director or their designee and the affected Union will mutually agree upon an arbitrator within 30 calendar days of the Director's receipt of notice from the Union, or if mutual agreement cannot be reached, then the parties will jointly request a list of seven possible persons to serve as arbitrator from the Federal Mediation and Conciliation Service or the Board of Personnel Appeals within five days of failing to mutually agree upon an arbitrator. Each party will be entitled to strike three names from the list in alternate order and the name so remaining will be the arbitrator. The arbitrator will consider the grievance and will render a decision. That decision will be final and binding on all parties to the grievance.

The Department of Transportation and the Local Union will share equally the costs of the impartial arbitrator.

During the processing of any matter under this or the preceding Steps 1, 2, 3, or 4, the Union agrees not to strike, render unfair reports, or cause slowdowns, and the Employer agrees not to lock out employees represented by the Union.

Any failure or refusal to abide by the terms of the above paragraph will constitute a waiver by the party who breaches the Agreement of the rights and constraints created by the above paragraph.

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

Section 3. Alternative Procedures

Subsection 1. As recognized in § 49-2-512, Title 49 of Montana Code Annotated establishes the exclusive remedy for acts constituting an alleged violation of the Montana Human Rights Act. In the event of a grievance based upon an alleged violation of this Act, the statutory procedures of filing a claim with the Human Rights Bureau shall be the exclusive remedy.

Subsection 2. As recognized in § 2-18-1011, Title 2 of Montana Code Annotated establishes the exclusive remedy for an alleged violation of classification or compensation. In the event of a grievance based upon an alleged violation of this provision, the statutory procedures of filing a claim with the Board of Personnel Appeals shall be the exclusive remedy.

ARTICLE 11. HEALTH AND SAFETY

Section 1. There will be a Safety Committee in each district and area office, and in the Helena headquarters, as required by the Montana Safety Culture Act. The Safety Committee will consist of an equal number of employees and management, including each Local Union. The Local Union will provide a list of three persons to the Maintenance Chief for selection of the union committee representative.

Subsection 1. The Safety Committee will also be responsible for reviewing accidents/incidents in the area to make recommendations to management for their future prevention.

Section 2. The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry industrial accident insurance on employees. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations. Employees shall use all available safety devices and shall cooperate in the enforcement of all safety rules and regulations.

Section 3. As required by the Family Medical Leave Act (FMLA), the Employer agrees to provide individual insurance contributions, as set forth in § 2-18-703, MCA, for a period up to 12 weeks for bargaining unit employees who are injured and on workers' compensation or otherwise qualify for leave under FMLA.

ARTICLE 12. ALLOWABLE PER DIEM EXPENSES

Section 1. Adjustments in salary structures have been made for noon meal allowance, and therefore, employees will not be entitled to a meal reimbursement for noon meals while they are carrying out work activities within their assigned Field Maintenance Areas.

Subsection 1. The only exception to the foregoing rule is when "special travel" has been requested and prior approval for "special travel" has been approved by the Maintenance Chief or authorized designee. Special travel is defined as travel to meetings, seminars, or other special circumstances.

Subsection 2. Employees may be reimbursed for noon meals in situations where they have been assigned to travel outside their regular assigned Field Maintenance

Area. The Maintenance Chief has the discretion to approve or disapprove the reimbursement.

Section 2. Statutory expenses will be allowed employees engaged in regular operations which require overnight stays away from home, traffic line striping, equipment transfers (when not assigned to traveling crews), emergency snow removal, washouts or emergency assignments away from regular headquarters for a duration of time. This expense will be paid by claim in accordance with § 2-18-501, MCA.

ARTICLE 13. **GENERAL**

Section 1. Each maintenance employee will be paid a monthly salary rate, or its hourly equivalent shown on Addendum "A", attached, which is hereby made a part of this contract.

Section 2. Fringe benefits will be allowed as follows, in accordance with Employer's practice for all full-time regular monthly employees:

- Annual Leave
- Military Leave
- Social Security
- Public Employees' Retirement System
- Sick Leave
- Paid Holidays
- Longevity - See Addendum "A"

Section 3. Rate of pay for vacation, sick leave, military and paid holidays will be based on employee's permanent classification and salary grade at the time such leave is taken.

Section 4. The Employer agrees that non-bargaining unit personnel will not operate maintenance equipment or perform routine maintenance operations except for purposes of instruction or during emergency situations only.

Section 5. The Employer will provide actual time up to six hours paid release time per year for CDL-required physicals and two hours paid release time per contract term for CDL license renewal. There must be prior approval by the immediate supervisor for times, dates, and actual hours approved.

Section 6. Letters of caution, consultation, warning, admonishment and reprimand will be considered temporary contents of the personnel file for an employee and will be destroyed no later than 24 months after they have been placed in the file unless such items can be used in support of possible disciplinary action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings.

ARTICLE 14. JOB CLASSIFICATIONS

Section 1. Employees may be temporarily assigned to do work in or below the level of their permanent classification without a reduction in pay.

Subsection 1. When assembling crews or intermixing employees of another union affiliation, qualified AFSCME employees will be given the opportunity to do the work within their Union's geographical jurisdiction.

Subsection 2. Qualified employees within the Field Maintenance Area (Division) where the work is to be performed will be given the opportunity to do the work before other employees from other Field Maintenance Areas (Divisions) are considered.

Section 2. Grade differential will not be paid to maintenance career ladder employees who are working within the maintenance career ladder grades. Grade differential will be paid to maintenance career ladder employees working within the grades outside the maintenance career ladder or to non-career ladder maintenance employees working in higher grades. The differential paid shall be a minimum of four hours for any accumulated time spent for four hours or less, minimum of six hours for more than four but less than six, minimum of eight for more than six but less than eight, except that any time worked in a higher classification of less than one full hour will not be paid at a differential rate (such time may not be accumulated to add up to one hour). Employees are required to place all activities on the employee's time sheet when the activity is above their permanent classification.

Section 3. Journey level employees will receive appropriate differential for each grade above the employee's permanent classification and grade in which work activity is performed in accordance with Section 2 above.

Section 4. The parties will establish a Blue Collar Classification Committee, comprising two Craft Council representatives, two AFSCME representatives, four Department of Transportation Representatives, and one representative from the State Office of Labor Relations. Representatives from other interested bargaining units representing Department of Transportation maintenance employees covered by the Blue Collar matrix will also be allowed to attend committee meetings. The purpose of the committee is to factor Blue Collar classifications according to the current inventory review agreement.

Section 5. If a Section Person A, B or C is absent or out of the division for a full shift, an employee will be assigned to temporarily replace the Section Person A, B or C and will receive the appropriate differential rate for all hours worked. If the Shop Superintendent and the Working Shop Foreman are absent or out of the division for a shift, an employee will be assigned to replace the Working Shop Foreman and will receive the appropriate differential rate for all hours worked. Satellite Sections will have a Crew leader when two or more employees are present for a scheduled shift.

Section 6. It is agreed that there will be one permanently classified Section Person in each highway maintenance section; and that there will be one permanently classified, competitively selected Working Shop Foreman in a division shop.

ARTICLE 15. MUTUAL AGREEMENT

Section 1. This Agreement, together with those Addenda which are referenced to herein, and which by specific reference, are made a part hereof, constitutes the complete and sole Agreement which exists between the Employer and the Union. It is agreed that neither party will attempt to add to or alter the terms of this Agreement except as provided immediately below. It is further agreed that the acts, practices, or Agreements of the Employer's supervisory employees will not be construed to add to or alter this Agreement.

ARTICLE 16. SAVINGS CLAUSE

Section 1. 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, the remainder of this Agreement will not be affected or invalidated.

ARTICLE 17. EFFECTIVE DATE – TERM

This Agreement will become effective the first day of July 2025 and will remain in full force and effect through the 30th day of June 2027 and will remain in effect from year to year thereafter, except that either party will notify the other in writing at least 60 days prior to the expiration date if they desire to modify this Agreement.

The Union will have the right to take concerted actions after December 1, 2026, on wages and fringe benefits concerning the 2027-2029 biennium.

If the Union gives notice to reopen the Agreement, it will also notify the Chief of the State Office of Labor Relations in writing of such requested negotiations at the same time such notice is given to the Employer. In the event such notice is given, negotiations will begin no later than 30 days prior to the expiration date. Every effort will be made by both parties to conclude negotiations before the expiration date of this Agreement.

The Union may request negotiations on applicable economic issues covering the 2027-2029 biennium no sooner than five months prior to the convening of the regular 2027 Legislative Session so that there will be sufficient time for adequate negotiations to take place.

THIS AGREEMENT is signed and dated this 7/12/2025.

THE UNION:

DocuSigned by:

Timm Twardoski

88930144109B4D5...
Timm Twardoski, Executive Director
AFSCME Council No. 9

Signed by:

Hannah Nash

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Hannah Nash, Field Representative
AFSCME Council No. 9

THE STATE OF MONTANA:

Signed by:

Karol Anne Davis

302B3999E28E4DB...
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

Signed by:

Christopher Dorrington

B48EC52768F746E...
Christopher Dorrington, Director
Montana Department of Transportation

ADDENDUM A. CLASSIFICATION & WAGE SCHEDULE

Updated 7/1/2025

Section 1. The following table represents the blue-collar grade levels and classifications activities applicable to this Agreement, and the pay rates for the years covered in the terms of this Agreement.

Class Code	Grade	Classification title	Journey Wage	
			7/1/2025	7/1/2026
998950	5	Custodian	27.097	28.097
998952	7	Custodian Crew Leader	28.097	29.097
998905	7	Laborer	28.097	29.097
999307	8	**Maintenance Technician I (Training)	28.597	29.597
999101	8	Service/Combination A	28.597	29.597
998918	9	Facility Technician	29.097	30.097
992205	9	Materials Coordinator -Stockperson	29.097	30.097
999308	9	**Maintenance Technician II	29.097	30.097
999112	9	Motor Pool Crew Leader	29.097	30.097
999309	10	**Maintenance Technician III	29.597	30.597
999102	10	Service/Combination B	29.597	30.597
998403	11	Sign Fabricator (Painter-Sign Shop)	30.097	31.097
999310	11	**Maintenance Technician IV	30.097	31.097
998404	11	**Striping Machine Operator/Driver (Level I)	30.097	31.097
996311	11	*Mechanic/Machinist (Level I)	30.097	31.097
999311	12	**Maintenance Technician V	30.597	31.597
998510	12	**Vegetation & Noxious Weed Spray Foreman (Level I)	30.597	31.597
998405	12	Striping Foreman (Level I)	30.597	31.597
998406	12	Striping Machine Operator/Driver (Level II)	30.597	31.597
996311	12	*Mechanic/Machinist (Level II)	30.597	31.597
998911	13	**Permanent Maintenance Crew Leader (Level I)	31.097	32.097
998612	13	Maintenance Carpenter	31.097	32.097
998511	13	**Vegetation & Noxious Weed Spray Foreman (Level II)	31.097	32.097
998407	13	** Striping Foreman (Level II)	31.097	32.097
996311	13	*Mechanic/Machinist (Level III)	31.097	32.097
996311	14	*Mechanic/Machinist (Level IV) career ladder only	31.597	32.597
998910	14	**Permanent Maintenance Crew Leader (Level II)	31.597	32.597
T33012*		Working Shop Foreman/Heavy Equipment Mechanic	32.86435	33.86435
S11011*		Section Person A	32.49355	33.49355
S11011*		***Section Person A II	34.118228	35.168228
S11011*		Section Person B	33.789723	34.789723
S11011*		***Section Person B II	35.479209	36.529209
S11011*		Section Person C	35.150704	36.150704
S11011*		*** Section Person C II	36.908239	37.958239

*025 Pay Plan

***Mechanic/Machinist Career Ladder** is on the intranet policy page: Level I=Grade11; Level II=Grade 12; Level III=Grade 13; Level IV=Grade 14.

****Maintenance Technician/Advanced Maintenance Operations Technician Career Ladder** is on the intranet policy page

Section 2. Training assignments for up to one year may be considered when there are no minimally qualified applicants. If job posting is utilized, it should reflect that a training assignment will be considered if there are no qualified applicants. Salary during the training assignment will be at one grade below the classified grade until the employee meets the minimum requirements. Permanent full-time employees will be given preference for attendance to the training academy.

Section 3. Mechanics and Machinists/Service Combination B's required to provide and maintain a tool chest valued at \$1,000.00 or more will be provided a tool allowance, to be paid monthly at the rate of \$125 per month.

Mechanics/Machinists/Service Combination B's shall be given the choice (each contract term) to have the \$125.00 per month with receipts as a reimbursement for actual expenses incurred, OR to have the allowance paid without receipts, in respect for the wear and tear (depreciation) of the employee's tools. It is understood that employees who choose to receive the allowance in a non-receipted process shall receive the allowance with taxes withheld.

Mechanics and Machinists/Service Combination B's can be reimbursed for the actual cost of tool replacement up to the above rate by providing receipts to the Employer for eligible expenses. Any amount not reimbursed during a quarter can be carried forward during the term of the contract and be reimbursed later by providing receipts for eligible expenses. Tool receipts can be carried forward from year to year. Unused tool allowances may not be carried from one biennium to the next. Mechanics covered by this provision will be responsible to supply their basic hand tools, excluding those tools deemed to be special shop tools, power tools (electric or air) or expendable tools such as hack saw blades, chisels, easy out, drill bits, etc. Employer furnished tools are not eligible for tool reimbursement. Carpenters will be provided all tools, including specialty tools, as needed and approved by the Maintenance Chief to efficiently perform job duties.

If an employee is off work for more than 90 calendar days on industrial accident, disability leave, or leave without pay, the employee will not be eligible for reimbursement for any tool expenses until the employee returns to work.

Employees will receive \$300 per year to purchase required safety equipment, to be paid the first full pay period each July of the contract. If the employee is hired after the first full pay period in July and has not received the allowance, it will be included in their first paycheck. Non-permanent employees are not eligible for a safety allowance. Permanent seasonal employees who work full-time are eligible for an allowance of up to \$100 per year.

The Employer will continue to provide and pay for safety equipment currently provided.

Employees will wear required safety equipment. Failure to do so will be grounds for disciplinary action.

Section 4. Blue Collar Longevity Allowance.

Subsection 1. Longevity pay shall be in addition to an employee's base salary and shall be computed as follows:

Beginning July 1, 2021:

1. Pursuant to § 2-18-304, MCA, each employee who has completed 5 years of uninterrupted state service must receive 1.5% of the employee's base salary multiplied by the number of completed, contiguous 5-year periods of uninterrupted state service.
2. In addition to the longevity allowance provided under Subsection (1)(a), each employee who has completed 10 years of uninterrupted state service, 15 years of uninterrupted state service, 20 years of uninterrupted state service, or 25 years of uninterrupted state service must receive an additional 0.5% of the employee's base salary for each of those additional five years of uninterrupted service.

Subsection 2. All employees who have earned longevity prior to the effective date of this Agreement at a rate higher than that provided for in Subsection 1 above will continue to receive longevity at that higher rate.

Section 5. Crew Sizes and Permanent Classifications.

Subsection 1. The following permanent classifications will be assigned to maintenance sections depending on the size of the crew of permanent employees:

<u>Crew Size</u>	<u>Permanent Classifications for the Crew</u>
1 person	1 Section Person A
2 person	1 Section Person A and 1 Maintenance Technicians
3 person	1 Section Person A and 2 Maintenance Technicians
4 person	1 Section Person A and 3 Maintenance Technicians
5 person	1 Section Person A and 4 Maintenance Technicians
6 person	1 Section Person B and 5 Maintenance Technicians
7 person	1 Section Person B and 6 Maintenance Technicians
8 person	1 Section Person B and 7 Maintenance Technicians
9 person	1 Section Person B, 1 Crew Leader and 7 Maintenance Technicians
10-13	1 Section Person C, 1 Crew Leader & 8–11 Maintenance Technicians
14 or more	1 Section Person C, 2 Crew Leaders & 11 Maintenance Technicians

Subsection 2. Crew sizes and classifications are based on permanent employees only. There would be no change in classifications or crew sizes if temporary, seasonal, Area Headquarters positions, etc., are added to a crew.

Subsection 3. Classifications shown for each crew are minimum levels. There may be special circumstances in a section that would warrant assigning a higher classification or an equivalent classification of a different title to a crew.

Subsection 4. Classifications that are not included on section crews but are attached to an Area Headquarters are: Carpenter, Hot Plant Operator, Laborer,

Mechanic/Machinist, Painter, Painter Foreman, Service/Combination A, Service/Combination B, Stockman, Stockman with Terminal, Striping Machine Driver (in most cases), Striping Machine Operator (in most cases), Transport Drivers, Utility Worker, and Working Shop Foreman.

Subsection 5. No employee will suffer a downgrade as a result of implementation of this Section. Employees that could be downgraded will be red-circled and protected unless the employee transfers or terminates.

ADDENDUM B. ECONOMICS

Section 1. Effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

Section 2. State Benefit Plan Contribution. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

The monthly State of Montana employee contributions will increase for 2026 and 2027 plan years. The tables below break out the monthly increase both before and after the wellness incentive which increased to \$60 per month for the 2026 and 2027 plan years.

The cost of employee-only coverage will be covered by the Employer contribution, after the wellness incentive is applied.

Employee Monthly Contributions Before Wellness Incentive		
Contribution Type	2026 Plan Year Contribution	2027 Plan Year Contribution
Employee Only	\$60	\$60
Employee and Spouse	\$318	\$326
Employee and Children	\$134	\$138
Employee and Family	\$397	\$407

Employee Monthly Contributions After Wellness Incentive		
Contribution Type	2026 Plan Year Contributions	2027 Plan Year Contributions
Employee Only	\$0	\$0
Employee and Spouse	\$198	\$206
Employee and Children	\$74	\$78
Employee and Family	\$277	\$287

The monthly Tobacco Surcharge will increase to \$60 for the 2026 and 2027 plan year.

The State has the discretion to manage all aspects of the State Health Plan, to include, but not be limited to, deductibles, coinsurance levels, and maximum out-of-pocket levels. Member contributions will only increase beyond the rates established above if the Risk-Based Capital (RBC) level is at or below 300%.

MDT MAINTENANCE DIVISIONS

