

**2025-2027**

**COLLECTIVE BARGAINING AGREEMENT**

**between the**

**STATE OF MONTANA  
PUBLIC HEALTH & HUMAN SERVICES  
MONTANA STATE HOSPITAL**

**and the**

**MONTANA STATE HOSPITAL  
CRAFT COUNCIL**

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**COLLECTIVE BARGAINING AGREEMENT**  
**between the**  
**STATE OF MONTANA**  
**PUBLIC HEALTH & HUMAN SERVICES**  
**MONTANA STATE HOSPITAL**  
**and the**  
**MONTANA STATE HOSPITAL CRAFT COUNCIL**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 10/20/2025, by and between the State of Montana, Montana State Hospital, hereinafter referred to as the EMPLOYER, and the Warm Springs Craft Council, consisting of the Western States Regional Council of Carpenters Local Union #82, International Brotherhood of Electrical Workers (IBEW) Local Union #233, International Association of Machinists (IAM) District W24, Local 88, International Union of Operating Engineers (IUOE) Local Union #400, Painters Local Union #1, United Association of Plumbers and Pipefitters (UA) Local Union #41, International Brotherhood of Teamsters (IBT) Local Union #2 and MEA-MFT Local 8024, hereinafter referred to as the UNION.

**ARTICLE 1.**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees within the bargaining unit as defined and certified by the Board of Personnel Appeals September 22, 1999.

**ARTICLE 2.**  
**MANAGEMENT RIGHTS**

**Section 1.** In compliance with § 39-31-303, MCA, 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:

1. direct employees;
2. hire, promote, transfer, assign, and retain employees;
3. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient or nonproductive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;

6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

### **ARTICLE 3. UNION SECURITY – CHECK OFF**

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

**Section 2.** The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or result from action taken by the Employer for the purpose of complying with this Article.

**Section 3.** Upon written request, the Union agrees to provide documentation to the Employer that its dues rate is established in accordance with law.

**Section 4.** The authorized representative of the Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions provided they give notice to the Employer's agent and do not unduly interfere with workers during working hours.

### **ARTICLE 4. NON-DISCRIMINATION**

**Section 1.** No member of the Union shall be discharged, except for just cause, or discriminated against for engaging in lawful union activities.

**Section 2.** In accordance with the provisions of the Montana Governmental Code of Fair Practices, Title 49, Chapter 3, MCA, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualification, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin or ancestry. The Employer may not enter into any benefit plans such as retirement, pension or insurance plans which may be construed as subterfuges or evade the purposes of the code. The Employer may negotiate a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

**Section 3.** The Employer agrees to investigate and respond to employee allegations of unfair treatment by staff and/or supervisors in accordance with department policy. The Employer will provide, upon written request, the outcome of the investigation. In cases

where questions of unfair treatment by staff and/or supervisors do not constitute grievable issues, the Employer's response is not subject to the contract's grievance procedure.

## **ARTICLE 5. HOURS OF WORK – SHIFTS – OVERTIME**

**Section 1.** Employees covered by this Agreement shall be paid under the Blue Collar Pay Plan contained in the attached Addendum A, which is fully incorporated into this Agreement.

**Section 2.** A regular workday shall consist of eight hours, including one-half hour for lunch. Employees covered by this Agreement shall normally be allowed two 15-minute breaks during each shift. One break shall be taken during the first half of a shift and one break during the last half of a shift. Breaks shall be taken at a time and place mutually agreed upon. Employees shall also be granted a 30-minute meal period with pay and one free meal.

**Section 3.** A regular workweek shall consist of five consecutive workdays, Monday through Friday, followed by two consecutive days off, totaling 40 hours.

**Subsection 1.** Alternate 40-hour workweeks, including, but not limited to, four 10-hour shifts, may be established through mutual agreement of the Employer, the affected employee(s), and the appropriate Craft Council Union.

**Subsection 2.** If an employee is on an approved alternative work schedule, they shall have at least two consecutive days off. Seniority will apply to scheduling of days off.

**Subsection 3.** If management determines an alternative work schedule is not meeting the needs of the hospital, the alternative work schedule may be revoked by providing 14-calendar-days' notice to the affected employee(s). The notification shall contain an explanation for the revocation.

**Subsection 4.** Employees shall not have their regular work schedules altered unless given 14 calendar days' notice of the change, except in emergency situations, to include snow removal.

**Section 4.** Whenever an employee receives a pay or longevity increment increase, such increase shall be granted from the first day of the pay period during which such increase becomes effective.

**Section 5.** Upon termination of employment, employees shall be paid for all earned, but unused annual leave, sick leave, and accumulated holidays as provided by law.

**Section 6.** Employees shall be allowed a sufficient amount of time to clean up during working hours at the end of the shift.

**Section 7.** Employees will be paid at a rate of one and one-half times their regular rate of pay for all work performed over eight hours in a day or 40 hours in a week. Overtime compensation shall not be paid where an employee and the respective Craft Council Union have agreed to a workweek that provides for workdays in excess of eight hours. No employee will have their days off changed to avoid overtime.

**Section 8.** The Employer will make a good faith effort to equalize the offer of scheduled overtime and compensatory time among employees in the same classification where training and ability are sufficient to do the work.

**Section 9.** If job related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

**Section 10.** Authorized holiday leave, sick leave, annual leave or compensatory time off shall constitute time worked when computing overtime credits under this Article.

**Section 11.** Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

**Section 12.** Employees will receive a minimum of three hours call-out pay at the rate of one and one-half times pay for every call-out they work. For additional time worked, the employee will be compensated for actual time worked at one and one-half times their regular rate. Call-out pay is limited to those occurrences when an employee is called back to work from leisure time outside of the employee's regularly assigned shift. An employee is eligible for a meal with every call-out served if the call-out occurs during meal service time at the hospital.

## **ARTICLE 6. WORKING RULES**

**Section 1.** Wages will be paid according to State payroll policy. Employees who voluntarily or involuntarily terminate will be compensated according to state law.

**Section 2.** The Employer and Craft Council will cooperate in providing and ensuring adequate safety and sanitary practices. Each employee shall have a TB test prior to employment and every year thereafter.

**Section 3.** Machinists' Tool Allowance.

**Subsection 1.** For employees working out of the Machinists Union, any employee required to provide and maintain a tool chest valued at \$1,000.00 or more, shall be provided a tool allowance, paid quarterly, at the rate of \$85.00 per month (receipts required).

**Subsection 2.** Employees 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 Agreement and can 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. Such tools shall be warranted tools that the employee is required to replace under the warranty.

**Section 4.** The Employer shall furnish a place for safekeeping of employees' tools.

**Section 5.** Where the Employer is presently providing tools, such practice shall continue with the understanding that when tools are broken, the Employer will replace the tools at no cost to the employee.

**Section 6.** The parties agree that employees covered by this Agreement may utilize up to \$600 to purchase work coveralls, bibs, jackets, and boots. The total allowance for all purchases is \$600 per contract year and is subject to all applicable approvals, policies, and standards. It is understood items purchased through this allowance are to be utilized during the performance of official work duties.

**Section 7.** Any employee hereunder dismissed from employment shall be dismissed only for just cause, and in the event of such dismissal, the employee involved shall be entitled to, and there shall be made available to them, a written notice of such cause.

**Section 8.** Each Craft Council Union shall have the right to appoint a shop steward in designated departments and shall notify the Employer of such appointment and any changes thereof. The shop steward shall be recognized by the Employer as having authority to report any irregularities concerning the interpretation or application of the provision of this Agreement in the establishment to the appropriate Craft Council Union office and to assist officers of the appropriate Craft Council Union in the adjustment of grievances when called upon by said officers to do so. The shop steward shall not be discriminated against for discharging duties assigned to them by the Union, it being understood that the discharge of such duties shall not interfere with the normal performance of their work for the Employer.

**Section 9.** Leaves of absence caused by accidents covered by Workers' Compensation will not affect seniority accrual.

**Section 10.** On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two journeymen electricians must work together.

**Section 11.** When two or more workers from any individual Craft Council Union, except maintenance, are employed by the hospital, one worker shall be designated as a working foreman, and will receive a one-grade step increase from the Blue Collar Pay Plan as compensation. When a permanently designed foreman leaves employment or is granted an authorized leave of absence that exceeds six working days, the Employer shall appoint a temporary foreman from the crew in their absence. The temporary foreman shall receive the one-grade pay differential.

**Section 12.** The Employer agrees to conform to the apprenticeship standards, regulations and methods of training set forth by the joint apprenticeship councils, as adopted by the State of Montana, of the various Craft Council unions.

**ARTICLE 7.**  
**HOLIDAYS – VACATION – SICK LEAVE**

**Section 1.** Recognized paid holidays shall be the following, in compliance with § 1-1-216, MCA:

New Year's Day .....	January 1
Martin Luther King Jr.'s Birthday .....	3rd Monday in January
Presidents' Day .....	3rd Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day .....	1st Monday in September
Indigenous Peoples' Day and Columbus Day .....	2nd Monday in October
Veterans' Day .....	November 11
Thanksgiving Day .....	4th Thursday in November
Christmas Day .....	December 25
Floating Holiday .....	Each calendar year

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.

If any days are added to or deleted from the above list by the Legislature, such changes shall become effective immediately.

**Section 2.** Observance of holidays will be in accordance with the following rules:

1. An employee may observe a holiday and receive holiday pay only once each year for each holiday listed. Employees may opt to accumulate up to six holidays per year. Accumulated holidays must be taken before June 30th of the fiscal year it was earned. Holidays not taken shall be compensated for, at the employee's regular rate of pay, in the last pay period of each fiscal year.
2. Holidays that fall on a Sunday shall be observed on the following Monday, and Sunday shall not be observed or paid for as a holiday. Holidays that fall on a Saturday shall be observed on the preceding Friday.
3. Employees whose normal work schedule includes a day observed as a holiday shall observe the holiday and receive holiday pay on the actual day of the holiday (except Sunday, see #2).



- 4. Holidays that fall on an employee’s scheduled day off (except Sunday, see #2) shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday, as scheduled by the employee and their supervisor. Such day off is in addition to the employee’s regular days off and scheduling of such day off is subject to the requirements of the Employer.
- 5. An employee is entitled to holiday pay or the day in lieu of the holiday, provided they were in a pay status on the last regularly scheduled workday immediately prior to the holiday and on the first regularly scheduled workday immediately following the holiday.
- 6. Part-time employees shall be entitled to holidays and pay on a prorated basis.
- 7. Engineers and Teamsters who are scheduled for a day off on one of the above listed 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 as scheduled by the employee and their supervisor. Such day off is in addition to the employee’s regular days off.

**Section 3.** Recognized holidays worked shall be compensated at the rate of two and one-half times the regular hourly rate of pay.

**Section 4.** Vacation/Annual leave shall comply with §§ 2-18-611 and 2-18-612, MCA.

Permanent full-time employees shall earn leave credits each year of employment according to the following schedule:

<u>Years of Employment</u>	<u>Working Days Earned</u>
1 day through 10 years .....	15
10 years through 15 years .....	18
15 years through 20 years .....	21
20 years or more .....	24

Rules for annual leave include:

- 1. A year of employment is defined as 2,080 hours in a pay status following the date of employment.
- 2. Permanent part-time employees will earn vacation leave on a prorated basis.
- 3. Annual leave may not be used during the first six months of employment.
- 4. Annual leave may be accumulated to a total not to exceed two times the maximum number of days earned annually.
- 5. Accumulated leave earned but not used may be paid for upon termination of employment.

**Section 5.** Sick leave shall comply with § 2-18-618, MCA. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or their immediate family. Sick leave may also be used for maternity related disability; to receive medical, dental or eye examinations or treatment; or to attend the funeral of an immediate family member. With Management approval, sick leave may also be used upon the death or serious illness of a relative.

**Subsection 1.** Notification of absence because of illness shall be given as soon as possible or prior to the shift or, in cases of emergency as soon as is feasible, to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to ensure notification to employees of the names and telephone numbers of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. More than one absence within an 18-month period, without providing proper notification to the Employer, shall constitute just cause for immediate discharge, unless the failure to give such notification was due to legitimate circumstances beyond the control of the employee.

**Subsection 2.** Each permanent full-time employee shall earn sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of 12 working days for each year of service without restriction as to the number of working days that may be accumulated. Employees are not entitled to be paid sick leave until they have been continuously employed 90 days.

**Subsection 3.** An employee may not earn sick leave credits while in a leave-without-pay status.

**Subsection 4.** Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

**Subsection 5.** Full-time temporary and seasonal employees are entitled to sick leave benefits provided they have worked the qualifying period.

**Subsection 6.** An employee who receives a lump-sum payment pursuant to this section and who is again employed by any agency shall not be credited with any sick leave for which the employee has previously been compensated.

**Subsection 7.** An employee may participate in the sick leave fund for state employees in accordance with rules adopted by the Department of Administration.

**Subsection 8.** Sick leave taken over a holiday may not be charged to an employee's sick leave for that day.

**Subsection 9.** If an employee on annual leave becomes ill, the employee will be afforded the right to change their annual leave status to sick leave status and to

utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

**Subsection 10.** Supervisors may not require "automatic" medical documentation, such as requiring medical documentation for any absence in excess of a certain number of days. Medical documentation is only required when there is a suspicion of sick leave abuse or if a medical release is required to affirm an employee is fit for service.

**Section 6.** Maternity leave shall be in accordance with §§ 49-2-310 and 49-2-311, MCA, which states that it is unlawful for an employer or an employer's agent to:

1. Terminate a woman's employment because of the woman's pregnancy;
2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;
3. Deny to the employee who is disabled as a result of pregnancy any compensation to which the employee is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform employment duties;
4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

**Subsection 1.** Upon signifying an intent to return at the end of a pregnancy-related leave of absence, the employee must be reinstated to the employee's original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits.

**Section 7.** Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per § 2-18-619, MCA:

1. Each employee who is under a proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees must be applied against the amount due the employee from the Employer. However, if an employee elects to use annual leave to serve on a jury, the employee may not be required to remit the juror fees to the Employer. An employee is not required to remit to the Employer any expense or mileage allowance paid by the court.
2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees must be applied against the amount due the employee from the Employer. However, if an employee elects to use annual leave to serve as a witness, the employee may not be required to remit

the witness fees to the Employer. An employee is not required to remit to the Employer any expense or mileage allowances paid by the court.

3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

**Section 8.** Military leave shall be granted per § 10-1-1009, MCA.

1. An employee of the state or of any political subdivision, as defined in 2-9-101, who is a member of the national guard of Montana or any other state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of at least 6 months must be given leave of absence with pay at a rate of 120 hours in a calendar year or academic year if applicable, for performing military service.
2. The full 120 hours of leave provided for in subsection (1)(a) must be credited in full to an employee after 6 months of employment and in each successive calendar year, or academic year if applicable.
3. Military leave may not be charged against the employee's annual vacation time.
4. Unused military leave must be carried over to the next calendar year, or academic year if applicable, but may not exceed a total of 240 hours in any calendar or academic year.

**Section 9.** Leave Without Pay. A leave without pay must be requested by the employee in advance, and Management shall then determine if the employee can be excused for the time requested. The employee shall use the standard leave request form. The approval or disapproval from Management shall be based on the needs of the agency, the reason for the request, and the employee's work record.

**Subsection 1.** A permanent employee injured on the job and eligible for Workers' Compensation benefits shall retain all rights to their previously held position and shall be entitled to leave without pay for a period of up to three months following the date of injury.

## **ARTICLE 8. SENIORITY**

**Section 1.** Seniority in service shall begin with the date of employment in each respective Craft Council Union and shall control the order of recall up to one year. Each individual Craft Council Union shall maintain its own separate seniority list.

**Subsection 1.** Seniority shall be forfeited by discharge for cause, by voluntary termination or by promotion, demotion or transfer out of the bargaining unit.

**Subsection 2.** Seniority shall continue to accrue when an employee is on approved leave of absence due to an on-the-job injury.

**Subsection 3.** All other approved leaves of absence without pay shall be considered as lost time for purposes of seniority accrual.

**Subsection 4.** Previously credited seniority shall not be lost when an employee is recalled from layoff status or returns from a leave without pay resulting from absences as described in Subsections 2 or 3 above.

**Section 2.** If a layoff occurs due to a reduction in force, employees of the bargaining unit shall retain service credits with the Employer for purposes of longevity and paid leave accrued in accordance with prevailing policy, for a period of one calendar year after the date of layoff.

**Subsection 1.** Laid-off employees are entitled to the benefits of the State Employee Protection Act in accordance with § 2-18-1203, MCA.

**Subsection 2.** If an employee fails to accept and report for work within 14 calendar days, they shall have lost all recall and seniority rights. Apprentices shall be treated in the same manner as any other employee within the bargaining unit for purposes of layoff and recall.

**Section 3.** Layoffs caused by a reduction in workforce in any Craft Council Union will be in order of seniority; that is, the employee last hired will be the first released. Employees scheduled to be released shall be given at least 21 calendar days' notice. All recalls based on institution need, will likewise be in order of seniority; that is the last employee released in any Craft Council Union as a result of a reduction in force shall be the first rehired when the Employer needs additional employees in that classification. The Employer will notify the employee to return to work and furnish the Union a copy of such notification. If the employee fails to notify the Employer within five working days of their intention to return to work, such employee shall be considered as having forfeited their right to re-employment. The Employer will notify the employee to return to work by certified mail

**Section 4.** If no vacancy exists within the original classification but other vacancies arise within the Craft Council, laid-off Craft Council members will receive rehire and recall preference over non-Craft Council members subsequent to application of Section 3. Years of service with the hospital will determine awarding of positions within the Craft Council.

**Section 5.** Seniority for the purpose of layoff shall be computed from the date the employee began regular uninterrupted service with the Employer. However, seniority within each individual Craft Council Union shall be determined along with qualifications and ability for promotional opportunity.

**Section 6.** Employees whose anniversary seniority dates are the same shall have their respective seniority rank determined by lot under the joint supervision of the Employer and the individual Craft Council Union.

**Section 7.** If the intended action of an advance notice of a reduction in force is not enforced within 30 days of its issuance, it shall be rescinded.

**Section 8.** A vacant or newly created permanent position covered by this Agreement will be open to bid for bargaining unit members for seven calendar days prior to being posted externally.

## **ARTICLE 9. HEALTH AND WELFARE**

**Section 1.** State Of Montana 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.

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

<b>Employee Monthly Contributions After Wellness Incentive</b>		
<b>Contribution Type</b>	<b>2026 Plan Year Contributions</b>	<b>2027 Plan Year Contributions</b>
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%.

**Section 2.** The State contribution toward health insurance shall continue during an absence for sickness or industrial accident for up to three months.

## **ARTICLE 10. PENSIONS**

**Section 1.** Contributions shall be made to the Public Employees' Retirement System for all employees in compliance with State Statute.

**Section 2.** Individual Craft Council Unions may have their unit members participate in individual Union Pension Funds in accordance with provisions contained in the Addenda.

## **ARTICLE 11. GRIEVANCE AND ARBITRATION**

**Section 1.** Having a desire to create and maintain harmonious labor relations between them, the parties agree that they will promptly attempt to address all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the written provisions of this Agreement. All potential grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution.

**Section 2.** Grievance Procedure.

### **Step 1**

A grievance involving the interpretation or application of the written provision(s) of this Agreement shall be submitted by the employee or union representative to the employee's immediate supervisor or management designee within 14 calendar days from the occurrence of the grievable event. The immediate supervisor or management designee shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 2**

If the grievance is not resolved at Step 1, a formal grievance may be submitted by the Union in writing within 14 calendar days from the immediate supervisor's or management designee's response to Step 1. The grievance should be submitted to the appropriate management official. The management official at the second step shall have 14 calendar days from receipt of the grievance to respond in writing.

### **Step 3**

If the grievance is not resolved at Step 2, the Union may submit a Step 3 formal grievance to the agency head or designee within 21 calendar days of the Step 2 response. The agency head or designee shall have 21 calendar days from receipt of the grievance to respond in writing.

### **Step 4**

Should the Union consider the decision of the agency head unsatisfactory, the Union shall, within 21 calendar days of such decision, notify the agency head and the State Office of Labor Relations of its intention to take the grievance to arbitration.

### **Step 5**

After notification of arbitration, the State Office of Labor Relations (OLR) will work with the Union and management to determine if there is a mutually acceptable resolution that can be found or if the matter should go to mediation. If OLR determines the parties cannot resolve informally or through mediation, the decision should proceed to final and binding arbitration. If there is a cost associated, the parties will share it equally. The timeline for the grievance processing will be put on hold until the mediation is final or the decision is made to move to arbitration.

## **Section 3.** Rules of Grievance Processing.

**Subsection 1.** Waiving time limits. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

**Subsection 2.** Timeliness. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

**Subsection 3.** Elements of the grievance. All presentations of grievances shall be submitted to the Employer in writing at each step and must include:

1. Name of employee(s)/Union grieving.
2. Date of the violation.
3. The step of the grievance.
4. A complete statement of the grievance and facts upon which it is based.
5. The specific Article(s) and Section(s) of the Agreement violated.
6. The specific remedy or correction requested.



7. The signature of each grievant or representative.

**Subsection 4.** Alternative procedures.

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. The Union reserves the right to file grievances based on violations of the Agreement.

**Section 4.** Rules of Arbitration.

**Subsection 1.** Selection of Arbitrator. The parties shall request a list of seven arbitrators from the Board of Personnel Appeals and shall alternatively strike names from the list. The last remaining name shall serve as the arbitrator.

**Subsection 2.** Arbitrator's limitations. No grievance which fails to meet the requirements of Section 3, Subsection 3 of this Article shall be determined to be arbitrable. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

**Subsection 3.** The parties agree either party may file pre-arbitration dispositive motions or request a bench decision from the arbitrator.

**Subsection 4.** Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay the entire cost. If each party requests a transcript, they shall equally share the cost.

**Subsection 5.** The arbitration location shall be in Helena, Montana unless otherwise mutually agreed by the parties.

**ARTICLE 12.  
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 such 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 if such subject or matter was proposed and later withdrawn.

## **ARTICLE 13. LETTER OF AGREEMENT**

**Section 1.** This Letter of Agreement is entered into to define the work performed by members of the Warm Springs Craft Council during the term of this Agreement. Through this Agreement, the parties have broadly addressed the scope of work for individual Craft Council Unions and extended certain contractual provisions from previous contracts of unions now represented by the Montana State Hospital Craft Council. The relevant contractual provisions are reproduced in their entirety below.

### **Section 2.** Scope of Work

This Agreement covers all non-construction work of a maintenance, repair, and renovation nature performed by the employees for the Employer.

1. "Maintenance" consists of any work performed of a renovation, repair or maintenance character.
2. The word "repair" is work required to restore by replacement of parts of existing facilities to efficient operating conditions.
3. The word "renovation" is work required to restore by replacement, remodeling, upgrading or re-vamping parts of existing facilities to efficient operating conditions.

**Section 3.** The parties agree that individual job descriptions will be maintained for all positions covered by this Agreement. Work duties are defined by job descriptions which will be reviewed at least once per calendar year. Employees will be provided with a copy of their job description when requested. Employees will be given an opportunity to review, provide feedback, and seek clarification concerning their respective job descriptions prior to implementation of the revised/new job description.

**Section 4.** Generally, each respective craft will perform those duties and responsibilities typical of their trade and outlined in their respective job description before performing other shared duties. Duties and responsibilities may be performed by any qualified Craft Council member under the following circumstances:

1. an immediate patient need arises,
2. an immediate repair is necessary, or
3. a circumstance arises which produces an emergency or potential emergency situation.

**Section 5.** Teamsters will conduct all blood runs that occur during normal scheduled working hours. After normal scheduled work hours, DPHHS management may utilize available working staff to conduct blood runs. If there is no available working staff, then DPHHS management shall call out a Teamster. All callouts will adhere to the callout provisions outlined in Article 6, Section 12.

**Section 6.** If a jurisdictional dispute with any craft arises, it shall not be subject to the grievance or arbitration clauses but shall first be submitted to local business agents for settlement and then if no understanding of the Agreement is reached within 48 hours, it will be referred in writing to the international unions involved for settlement. It is agreed that there shall be no stoppage or abandonment of work in regard to any jurisdiction dispute. Existing international jurisdiction agreement shall be respected by parties to this Agreement.

If there is no such agreement applicable to the disputed work, the Employer shall assign the work in accordance with the prevailing practice in this area.

Management rights set forth in this Agreement shall not be construed in any manner, which will change this section dealing with craft jurisdiction.

**Section 7.** Supervisors shall not perform work coming under the jurisdiction of the bargaining unit except in cases of emergency. It must be an absolute emergency before employees outside the bargaining unit or supervisors are allowed to drive the equipment.

## **ARTICLE 14. EFFECTIVE DATE – TERM OF AGREEMENT**

This Agreement shall be effective the first day of July 2025 and shall remain in full force and effect through the 30th day of June 2027 and shall remain in effect for each biennium thereafter except that either party shall notify the other in writing at least 90 days prior to the expiration date of a desire to renegotiate this Agreement. If the Union gives such notice, it shall notify the Chief of the State Labor Relations Bureau, Department of Administration, and the agency in writing. If such notice to renegotiate is given, negotiations shall begin no later than 30 days prior to the expiration date.

The Union shall have the right to take concerted action after December 31, 2026, on wages and fringe benefits concerning the 2027-2029 biennium.

Upon request by either party to this Agreement, the Employer and the Union agree to enter into pre-budget negotiations in sufficient time to permit adequate negotiations on economic issues.

**THIS AGREEMENT** is signed and dated this 10/20/2025.

## THE STATE OF MONTANA:

Signed by:

*Charles T. Brereton*

Charles T. Brereton, Director  
Public Health & Human Services

Signed by:

*Karol Anne Davis*

Karol Anne Davis, Chief Negotiator  
State Office of Labor Relations

## THE UNION:

Signed by:

*Ray Schonsberg*

Ray Schonsberg, Chairman  
Warm Springs Craft Council

Signed by:

*Mario Martinez*

Mario Martinez, Regional Manager  
Western States Regional  
Council of Carpenters

DocuSigned by:

*Jackie Lee McBroom*

Jack McBroom, Business Manager  
International Brotherhood of  
Electrical Workers, Local 233

Signed by:

*Mike Swoboda*

Mike Swoboda, Business Representative  
International Association of  
Machinists, District W24, Local 86

Signed by:

*John Johnson*

John Johnson, Business Rep  
International Union of Operating  
Engineers, Local 400

Signed by:

*Ray Schonsberg*

Ray Schonsberg, Authorized Rep.  
Maintenance Painters, Local 1

Signed by:

*Ray Schonsberg*

Ray Schonsberg, Business Agent  
Teamsters, Local 2

DocuSigned by:

*Brandon Shaw*

Brandon Shaw, Business Manager  
United Association of Plumbers  
and Pipefitters, Local 41

DocuSigned by:

*Jenny Weigand*

Jenny Weigand, Field Representative  
MFPE

**MONTANA STATE HOSPITAL BLUE COLLAR PAY SCHEDULE***Contract Years 2025-2027*

		<b><u>July 1, 2025</u></b>	<b><u>July 1, 2026</u></b>
Security Officer	B4	26.601	27.601
Maintenance	B5	27.101	28.101
Teamster	B7	28.101	29.101
Engineer	B8	28.601	29.601
Dispatcher	B8	28.601	29.601
Painter	B9	29.101	30.101
Machinist Mechanic	B10	29.601	30.601
Carpenter	B11	30.101	31.101
Electrician	B11	30.101	31.101
Plumber	B12	30.601	31.601

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. The above rates are reflective of these increases.