

2025-2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
MONTANA STATE PRISON**

and the

MONTANA STATE PRISON CRAFT COUNCIL

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COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
MONTANA STATE PRISON
and the
MONTANA STATE PRISON CRAFT COUNCIL

PREAMBLE

THIS AGREEMENT is made and entered into this 8/7/2025, by and between the State of Montana, Montana State Prison, hereinafter referred to as the EMPLOYER, and the Montana State Prison Craft Council, consisting of the Western States Regional Council of Carpenters (WSRCC), International Brotherhood of Electrical Workers (IBEW) Local Union #233, International Association of Machinists (IAM) District Lodge W24, Local #88, United Association of Plumbers and Pipefitters (UA) Local Union #41, and International Brotherhood of Teamsters (IBT) Local Union #2, hereinafter referred to as the UNION or Craft Council.

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 April 28, 2004.

ARTICLE 2.
MANAGEMENT RIGHTS

Section 1. In compliance with § 39-31-303, MCA, the Union shall recognize the prerogatives of the agency to operate and manage its affairs in such areas as but not limited to:

1. directing employees;
2. hiring, promoting, 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 classification, and personnel by which the agency operations are to be conducted;
6. taking whatever actions may be necessary to carry out the mission of the agency in situations of emergency;

7. establishing the method and process 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 Unions agree to provide documentation to the Employer that its representation fee 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 during the regular workday as defined in Article 5, Section 2, for the purpose of investigating conditions provided they make prior arrangements with the Employer's agent and do not unduly interfere with workers during working hours.

Section 5. 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.

ARTICLE 4. NON-DISCRIMINATION

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

Section 2. In accordance with the provisions of Chapter 3, Title 49, MCA, "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and promote personnel on the basis of merit and qualifications without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. 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. However, the Employer may negotiate a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

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 Addendum A of this Agreement which is attached and by this reference made a part hereof as though full set forth herein.

Section 2. Regular Workday. Bargaining unit positions existing January 1, 2006, shall retain existing workdays as well as existing workweeks. Bargaining unit positions created and filled subsequent to January 1, 2006, may have different schedules. In the event new bargaining unit positions are created with alternate schedules, journey level employees in the appropriate craft will be allowed to exercise seniority to move to/from vacant positions with alternate schedules. Full-time bargaining unit employees shall have a regular workweek of five eight-hour shifts with two consecutive days off. Employees covered by this Agreement shall normally be allowed two 15-minute breaks during each shift. One break shall be taken during the first four hours of a shift and one break during the last four hours 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. An alternate schedule may be considered through mutual agreement between the Employer and the employee of four 10-hour days with three consecutive days off.

Section 3. Employees working 10-hour shifts. For pay periods in which a holiday falls, an employee working a 10-hour shift may supplement the pay for the holiday by using accumulated holiday time, accrued vacation leave, or by working additional hours at regular pay in the week of the holiday. However, the pay for the holiday cannot exceed the normal work shift. An employee's request to supplement holiday pay in this manner must be submitted at least five working days prior to the holiday.

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. Clean-up Time. Employees covered by this Agreement shall be allowed a sufficient amount of time to clean up during working hours at the end of the shift.

Section 7. Bargaining unit employees will be paid at a rate of one and one-half times their regular rate of pay for all work performed beyond their regular shift or 40 hours in a week. 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 schedule 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. Bargaining unit employees will receive a minimum of four hours call-out pay at the rate of one and one-half times pay for each and every call out worked. 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 exceeds four hours, the call-out time and one half premium will continue for all hours worked outside the employee's regularly scheduled shift during the call-out.

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. If a test is positive, the Employer will pay for a chest x-ray.

Section 3. 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 4. Safety equipment and appropriate coveralls will be provided by the Employer as needed.

Section 5. Probationary Period.

Subsection 1. The Employer shall have six months after employing an individual to determine the individual's competency in any position covered by this Agreement.

Subsection 2. At any time during the probationary period an employee may be disciplined or separated from the service without recourse to the grievance procedure.

Section 6. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two journeymen Electricians must work together.

Section 7. In the event the Employer hires an apprentice 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.

Section 8. Employees required by management to obtain additional licenses and/or certifications as a requirement of their employment, will be provided appropriate paid time, plus the cost of training or upgrade materials. Employees scheduled for commercial driver's license testing during their regular shift will be allowed up to three hours to accomplish that testing.

Section 9. On new construction/renovation projects under the jurisdiction of this contract, inmate assistants will be under the direct oversight of the appropriate Craft Council position.

Section 10. The Employer will furnish four uniform shirts and three uniform pants annually to each permanent employee along with one winter jacket, one light-weight jacket, one set of coveralls, and one hat to be replaced as needed. The shirts will be the required uniform. Jackets, coveralls and hats, if worn, must be those furnished by the employer. After the initial issue, uniform items will be replaced on an exchange basis as determined by management. Clothing items will be appropriately fitting. Items damaged or destroyed in work related activity may be replaced or repaired as determined by management. Uniform items must be worn once the employee receives the uniform items by the Employer.

The Employer will reimburse the employee up to \$300 per year, with a receipt, for work boots.

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

Each full-time employee is entitled to one floating holiday each calendar year. Each part-time employee is entitled to one floating holiday each calendar year that must be calculated proportionately to the floating holiday allowed to a full-time employee. An unused floating holiday leave expires at the end of each calendar year, does not accrue, and is not paid out to employees on termination of employment. Short-term workers or student interns may not receive a floating holiday. 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. With the appropriate supervisor's advance approval, employees may work a scheduled holiday and bank/accumulate eight hours' time to be used as paid time off to be used at a time approved by the supervisor. Employees may opt to accumulate up to six holidays per year; however, accumulated holidays must be taken before June 30th of each fiscal year in which 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. Accrued banked holidays must be used before accrued vacation days.
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 or 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.

Section 3. Hours worked on recognized holidays shall be paid for at the rate of one and one-half times the regular hourly straight time rate of pay in addition to the holiday pay provided in Section 2.3 above.

Section 4. Vacation/Annual leave shall comply with state law. Preference shall be given, as to the time at which vacations may be taken, on the basis of seniority. 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 9 years	15
10 years through 14 years.....	18
15 years through 19 years.....	21
20 years or more	24

Subsection 1. 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 pro-rate 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. An employee who terminates employment is entitled to cash compensation for unused vacation leave as set forth in § 2-18-617 MCA.

Section 5. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or the employee's 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 insure 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.

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 § 2-15-216, MCA, and 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. The parties recognize that the Employer has certain obligations under the Family Medical Leave Act and a responsibility to administer the sick leave provisions of state law and this Agreement. In doing so, medical certification may be required; however, it will not be required in a capricious or arbitrary manner.

Section 6. Maternity leave shall be in accordance with §§ 49-3-310 and 49-3-311, 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 the 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 allowances 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 Military leave shall be granted in accordance with § 10-1-1009, MCA. A state, city, or county employee who is a member of the organized militia of this 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 six months must be given leave of absence with pay accruing at a rate of 15 working days in a calendar year for performing military service. Military leave may not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next calendar year but may not exceed a total of 30 days in any calendar year.

Employees who are members of the U.S. Armed Forces/National Guard component are required to submit their schedule of weekend drills, training and summer encampment dates to the Employer 10 days after receiving their military notification and provide a copy of the military orders as soon as practicable following receipt.

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 for six months.

Subsection 2. Employees on leave without pay for disability-related reasons shall be granted a hiring preference over outside applicants for open bargaining unit positions for which they are qualified for an additional three-month period.

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 injured on the job, or for other no-employee fault illness or injury, but only for a period of absence up to and not to exceed one year.

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 a layoff status or returns from a leave without pay resulting from absences as described in Subsection 2 or 3 above.

Subsection 5. Leaves of absence due to accidents covered by worker's compensation will not affect seniority accrual, and the leave shall be extended for up to 12 months. Re-employment preference will be given for an additional 12 months for jobs in the same classification.

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 employees Protection Act in accordance with § 2-18-1203, MCA.

Section 3. Layoffs caused by a reduction in the workforce in any Craft Council Union will be in order of seniority; 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; 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 seven calendar days of their intention to return to work or fails to report for work within 15 calendars days, the 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, qualified laid-off Craft Council bargaining unit members will receive rehire and recall preference over non-Craft Council members subsequent to application of Section 3.

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 classification 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. Seniority shall be considered unbroken for all layoffs and approved leaves of absence not exceeding one year, except industrial accident leave which may not exceed 18 months.

Section 8. Warehouse Teamsters only: Seniority may be exercised to choose among work assignments available for warehouse teamster employees to perform provided the work assignment does not interfere with the employee's permanent job duties. It is recognized that management retains the right to prioritize the work assignments and determine which assignments should be accomplished first.

Subsection 1. The exercise of seniority will be recognized with the understanding that any emergency or unplanned trips requiring prompt attention may be assigned to any available teamster regardless of seniority or the employee's permanent job duties.

ARTICLE 9. HEALTH AND WELFARE

Section 1. 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%.

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 adjust 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 a 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.

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. SCOPE OF WORK

Section 1. This Agreement covers non-construction work of a maintenance, repair, and renovation nature assigned to Craft Council Bargaining Unit employees by the Employer. The Intent of this Article is to define the typical duties and responsibilities of Craft Council Bargaining Unit employees at the time the Craft Council was formed.

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 2. The basic work of all positions within this bargaining unit is described in the Blue Collar Plan Class Specifications.

Section 3. The parties agree that the individual position descriptions will be created and maintained for all positions covered by this Agreement. Incumbent employees will be given an opportunity to review and provide feedback concerning their respective position descriptions prior to implementation of the revised/new position description.

Section 4. Generally, each respective craft will perform those duties and responsibilities typical of their trade and addressed herein before performing other shared duties. Any

qualified Craft Council member under the following circumstances may perform duties and responsibilities:

1. An immediate security need
2. An immediate repair is necessary
3. A circumstance arises which produces an emergency or potential emergency situation

Section 5. 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. Parties to this Agreement shall respect existing international jurisdiction agreement.

Subsection 1. 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.

Subsection 2. The parties agree that the Teamsters will not have jurisdiction of the forklift. The Employer will assign personnel to operate the forklift.

Section 6. Typical Duties and Responsibilities.

Subsection 1. Teamster: Performs work in and around the warehouse. Operation of over the road and other trucks and equipment.

Subsection 2. Carpenter: Provides maintenance functions dealing with the carpentry trade. Performs major/minor carpentry construction and operates and maintains necessary equipment required of the carpentry trade. Installs, repairs, replaces, remodels and/or patches ceilings, walls, floors, doors, hinges, windows, and wood gates. Hang fixtures. Installs, replaces, and repairs roofing. Fabricates frames and installs new structures, cabinets, furniture, shelving and partitions. Constructs forms for concrete footings, foundations, slabs and sidewalks. Fabricates and installs wood flooring, decking in structures.

Subsection 3. Painter: Prepares and cleans surfaces by use of sandpaper, burners, scrapers, sanding machines, dusters, power washer and paint removers; mixes paint and allied products; applies undercoats and finish coat to furnishings, equipment, and faces by means of brush, roller or spray equipment; erects and removes portable mechanical scaffolding; cleans brushes, containers, spray guns, and other equipment; performs glazing, paperhanging, stencil lettering and repairing of plaster, cement and marble; estimates materials and time needed to complete jobs. Performs preparatory work for painting and perfataping, and interior wall and ceiling washing.

Subsection 4. Machinist/Millwright: Performs general building, machinery, and small engine repair along with tooling and fabrication of parts used in all types of mechanical

systems. Maintains all equipment used in a major machine shop for custom repair or fabrication such as lathes, drill presses, milling machines, etc.

Subsection 5. Plumber: Installs and maintains water distribution systems, sewage distribution systems, natural gas, compressed air systems, and steam distribution systems. Installs and maintains boilers, water tanks and hot water heaters. Installs, repairs, rebuilds and replaces pumps. Installs and maintains heating and ventilation systems to include compressors, sheet metal ducts and thermostats. Upon retirement of the current boilermaker, they will assume welding and burning duties and assignments.

Subsection 6. Electrician: Installs and maintains all low voltage and high voltage systems such as underground and overhead feeders, transfers. Maintains and troubleshoots switchgear. Sets power poles, replaces blown fuses, installs, troubleshoots and repairs electric motors. The repair or maintenance of all television and sound equipment shall be covered by this Agreement except that which is contracted out.

Section 7. Nothing in this Agreement may be construed as prohibiting or restricting the use of inmate labor, as provided in § 53-30-151, MCA., to keep quarters clean and orderly or perform general maintenance and repair work or services.

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 60 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 Office of Labor Relations and the Department of Corrections, in writing.

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 8/7/2025.

THE STATE OF MONTANA:

DocuSigned by:
Brian Gootkin
3869A08342B943F...
Brian Gootkin, Director
Department of Corrections

Signed by:
Karol Anne Davis
38263999F26E4DB...
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

THE UNION:

Signed by:
Ray Schonsberg
10F1A79B41C749F...
Ray Schonsberg, Chairman
Montana State Prison Craft Council

DocuSigned by:
Brandon Shaw
B4476A5C9F6D44C...
Brandon Shaw, Business Manager
UA Local 41

DocuSigned by:
Jackie Lee McBroom
D8ADF3818125453...
Jack McBroom, Business Manager
IBEW Local # 233

Signed by:
Mike Swoboda
1A95679EED064EG...
Mike Swoboda, Business Representative
IAMW24, Local 88

Signed by:
Mario Martinez
BF26C8046ED94C0...
Mario Martinez, Regional Manager
Western States Regional Council of Carpenters

9/5/2025

ADDENDUM A. HOURLY BASE WAGE RATES

Contract term 2025-2027

PAY ADJUSTMENTS

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.

	Class Code	Grade	Grade Premium	July 1, 2025	July 1, 2026
LOW VOLTAGE TECH ELECTRICIAN	998194	B8		28.597	29.597
PAINTER	998401	B10		29.597	30.597
CARPENTER	998601	B11		30.097	31.097
HEAVY EQUIPMENT DRIVER/OPERATOR (Maintenance Tech IV)	999310	B11		30.100	31.100
MACHINIST/MILLWRIGHT	996001	B12		30.597	31.597
JOURNEYMAN ELECTRICIAN	998201	B12	3.379	33.976	34.976
MASTER ELECTRICIAN	998201	B12	6.539	37.136	38.136
JOURNEYMAN PLUMBER/BOILERMAKER	998001	B13		36.500	37.500
MASTER PLUMBER/BOILERMAKER	998001	B13		39.000	40.000
HVAC Maintenance Tech II	999410			31.101	32.101

Subsection 1. Base pay rates shall be indexed to MDT Blue Collar pay if MDT provides future negotiated Blue Collar position pay rates.

Section 2. Employees who have applied for and are selected to serve on the Fire Brigade or Fire Crew Officers receive an additional \$0.50 per hour. The amount shall continue as long as the employee serves in that particular position. The amount shall be included in the employee's base pay and shall be subject to statutory longevity increases, across the board base pay increases appropriated by the Legislature and any other pay or benefit that is calculated off the employee's base pay.