

2025 – 2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
DEPARTMENT OF MILITARY AFFAIRS
MONTANA ARMY NATIONAL GUARD
CONSTRUCTION AND FACILITIES
MANAGEMENT OFFICE**

and the

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 233**

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CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE
and the
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 233

ARTICLE 1.
RECOGNITION

Section 1. Union Recognition. The Employer hereby recognizes the Union, IBEW Local 233 as the exclusive representation of certain employees for the purpose of collective bargaining as certified by the Board of Personnel Appeals by voluntary recognition dated July 12, 2017, by § 39-31-103, MCA.

Section 2. Employer Recognition. The Union recognizes the prerogatives of the Employer, Montana Department of Military Affairs, to operate and manage the agency and its ancillary facilities 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 and nonproductive;
4. maintain the efficiency of agency and ancillary facilities operations;
5. determine the methods, means, job classifications, and personnel by which agency and ancillary operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency and ancillary facilities in situations of emergency;
7. establish the methods and processes by which work is performed.

ARTICLE 2.
DEFINITIONS

Section 1. Bargaining Unit. The bargaining unit, as certified by the Board of Personnel Appeals Voluntary Recognition Agreement, July 12, 2017, is as follows:

The appropriate unit for purposes of collective bargaining shall be limited to certain full time public employees as defined in section 39-31-103 MCA (2009) employed by the Montana Department of Military Affairs, Montana Army National Guard, Post Engineers who work at Fort William Henry Harrison Facility Maintenance Shop as

full time Carpenters, painters, Maintenance worker (to include general and equipment operators), Locksmith, Electricians, HVAC Maintenance Workers, and Plumbers in position numbers 67100009 ,67100010, 67100012, 67100013, 67100019, 67101201 , 67101205, 67101208, 67101226, 67101228, 67101229, and 67101230, excluding short term workers and temporary employees as defined in section 2-18-101, MCA (2009), all managerial, supervisory and confidential employees, all those exempted by 39-31-103, MCA (2009), members of other bargaining units and all other employees.

Section 2. Union. The Union Is International Brotherhood of Electrical Workers (IBEW) Local # 233 and its officers, agents, and representatives, hereinafter the Union.

Section 3. Employer. The Employer is the State of Montana, Department of Military Affairs, Ft. Harrison Facilities Maintenance Organization and its agents or representatives, hereinafter the Employer or department.

Section 4. Employees. Unless otherwise indicated, the term "employee", as used in this Agreement, shall mean employees who are members of the bargaining unit as defined above.

Subsection 1. Part-Time Employee: An employee hired by the Employer to work less than 40 hours per week

Subsection 2. Probationary Employee: Any employee who has not yet worked 2080 hours since their most recent date of hire.

Subsection 3. Permanent Employee An employee who is designated by an agency as permanent and who has attained or is eligible to attain permanent status.

Subsection 4. Permanent Status The status an employee attains after satisfactorily completing an appropriate probationary period.

Subsection 5. Short-term Worker

1. a person hired by the Employer for an hourly wage established by the department;
2. may not work for the department for more than 90 workdays in a continuous 12-month period;
3. is not eligible for permanent status;
4. may not be hired into another position by the agency without a competitive selection process;
5. is not eligible to earn the leave and holiday benefits provided in § 2-18-601 et seq., MCA, or the group insurance benefits provided in § 2-18-701 et seq., MCA.

Subsection 6. Temporary Employee

1. a person is designated as temporary by the Employer for a definite period of time not to exceed 12 months;
2. performs temporary duties or permanent duties on a temporary basis;
3. is not eligible for permanent status;
4. is terminated at the end of the employment period;
5. is not eligible to become a permanent employee without a competitive selection process.

Subsection 7. CFMO: Construction Facilities Management Officer

**ARTICLE 3.
RIGHTS OF THE PARTIES**

Section 1. Information. The Union and the Employer agree to furnish each other, upon request, and at reasonable cost, such public information that is appropriate and necessary to allow the Department and the Union to fulfill their respective obligations and duty to bargain as required by the Montana Collective Bargaining for Public Employees Act, § 39-31-101 et seq., MCA.

Section 2. Rights of the Employer. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the Employer. It is expressly recognized that except as expressly provided in this Agreement, the Employer shall retain all rights and authority to operate and direct affairs of the department and its ancillary facilities in all of its various aspects, including but not limited to the right to direct the working forces; to plan, direct and control operations and services of the Department and its ancillary facilities; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, suspend, discipline, or discharge, to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

Section 3. Rights of the Union. The rights and privileges granted the Union in this Agreement shall not be granted to any other organization during the term of this Agreement so long as the Union maintains its status as exclusive representative.

Section 4. Inspection by Business Agent. Upon receiving prior approval from the CFMO Director, or designee, the Employer agrees that the Union's business agent or steward shall be given access to the members of the bargaining unit at their public work sites for the purpose of ascertaining whether the terms of this Agreement are being observed,

The Union business agent or steward shall not interfere with or interrupt any work in progress, nor shall the agent or steward enter private quarters or otherwise compromise the privacy of employees, guests or residents.

Section 5. Steward. The Employer recognizes the Union has the right to appoint a Union Steward(s). The Business Manager of the Union shall notify the Employer of the appointment and the identity of the Union Steward(s). At no time shall the Union Steward have the right to cause a work stoppage or slowdown of production. If the Employer chooses to have a disciplinary hearing or any type of disciplinary meeting with an IBEW employee during work hours, the Union Steward will be provided the opportunity to attend without a reduction in pay for any meeting(s) held during working hours. Time spent in this regard will be minimized by employee, the Union and its Steward(s) so the Employers operations are not compromised.

Subsection 1. Shop bulletin boards may be used by bargaining unit employees to post dates and times of Union meeting and for the posting of legitimate Union related information.

Subsection 2. The Union shall have the right to utilize the State's email systems for the purpose of posting and communicating electronic notices. The Union will comply with all Stated and Federal policies and practices regarding the appropriate use of electronic communications. Under no conditions shall the email system be used to promote or oppose political candidates, ballot issues or referenda.

ARTICLE 4. PAYROLL DEDUCTIONS

Section 1. UNION SECURITY - CHECK OFF. 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 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.

Subsection 1. All employees are covered by this Agreement and application for membership in the Union shall be in accordance with state and federal law.

Subsection 2. A Union member will pay to the Union an amount equal to the initiation fee and monthly Union dues as a contribution to assist the employees as a group in meeting the costs of planning, negotiating and administering the Agreement and of protecting and promoting their interests.

Subsection 3. The Employer will maintain a neutral approach to whether Employees join the Union. The Employer, including all its managers, supervisors, agents, and representatives, will not take any action nor make any statement that will directly or indirectly state or imply any opposition to employees joining the Union.

Subsection 4. Designated union representatives and their local affiliates shall receive ample opportunity to provide membership information to union-represented positions during the employee onboarding process.

Section 2. Hold Harmless. The Union will indemnify, defend and hold the Employer and the State of Montana harmless against any claims made, and against any suit instituted against the Employer, including attorney's fees and the cost of defense thereof, on account of any provision of this Article.

ARTICLE 5. RIGHTS OF EMPLOYEES

Section 1. Just Cause. Non-probationary or permanent employees will not be subject to disciplinary suspension or termination without "just cause".

Subsection 1. "Just cause" means reasonable, job-related grounds for taking disciplinary action based on failure to satisfactorily perform job duties, or disruption of department operations. Just cause may include but is not limited to: an actual violation of an established department standard, procedure, legitimate order, policy, or labor agreement; criminal misconduct; wrongful discrimination; deliberate misconduct; negligence; deliberately providing false information on an employment application; willful damage to public or private property; workplace violence or intimidation; harassment; unprofessional or inappropriate behavior.

Subsection 2. Permanent status or non-probationary employees may appeal unpaid disciplinary suspensions or terminations through the grievance procedure. Probationary employees have no recourse to the grievance procedure.

Section 2. Security Clearance. Due to the mission and military nature of the department, employees may be required to satisfy security clearance requirements of the Employer as a condition of employment and may therefore be subject to security investigation and evaluation upon hire and whenever the Adjutant General, Montana Department of Military Affairs determines security needs dictate.

ARTICLE 6. HOURS/WORKING CONDITIONS

Section 1. Hours. Except in the event of emergency or disaster resulting in the endangerment of life or property no employee shall work beyond those hours scheduled by the Employer without specific authorization from their supervisor.

Section 2. Safety Hazards. Employees shall report all actual or potential safety hazards to their supervisors.

Section 3. Workday/Workweek. The normal workday shall be eight consecutive hours between 6:00 a.m. and 4:30 p.m., Monday through Friday, with a 30-minute lunch break and two 15-minute breaks. The workweek shall consist of five eight-hour normal

workdays. Employees shall declare their work shift hours semi-annually on March 1st and September 1st.

Section 4. Breaks and Meal Periods. Employees typically receive: 1) an unpaid meal period of not less than 30 minutes each day and, 2) a paid 15-minute break during the first half and during the second half of the scheduled shift. It is understood and agreed that lunch, dinner and/or rest breaks may be interrupted due to emergencies or essential work, but that such breaks shall be resumed for the normal duration immediately upon conclusion of emergency or essential work. Employees are expected to take their breaks as scheduled by management and absent managerial approval will not be permitted to combine or accumulate unused breaks to reduce the workday.

Section 5. Employees required to return to work during their off-duty hours shall be compensated at the rate of one and one-half times their straight time pay rate for a minimum of two hours. This is referred to as Standby Pay or Call-out Pay. For any time over the two hours, the employee shall be compensated for actual hours worked in excess of two hours. This is referred to as Call Back Pay. In those cases, the employee receives overtime pay only if they exceed 40 hours of work during that week.

Section 6. Anti-Pyramiding. Overtime or premium pay under this contract shall not pyramid.

Section 7. If an employee is called out, they shall receive two hours' call out pay plus hours worked in addition to compensation for carrying the Duty Phone. Employees required to carry a Duty Phone on their scheduled days off shall be compensated for the following:

Friday:	Two hours FLSA compensatory time.
Saturday:	Four hours FLSA compensatory time.
Sunday:	Four hours FLSA compensatory time.
Monday:	Two hours FLSA compensatory time.

Subsection 1. When Friday or Monday is a holiday or regular day off, compensatory time will be four hours.

Section 8. Uniforms. Employer-provided uniforms shall be worn during all work shift hours.

Section 9. Boots. Employer shall provide boots, for the purpose of working, in the amount of \$300 per contract period or sooner, as needed, upon approval from the employee's supervisor.

Section 10. Required Licensure. The Employer shall pay the license fees necessary for employees to maintain state licenses required by the Employer. The Employer will arrange and pay for necessary medical examinations associated with the required state licenses.

Section 11. Continuing Education. All schooling, training and educational materials required by the Employer for continued employment will be furnished by the Employer at no expense to the employees. Employees may request additional schooling or training, and if approved by the Employer, the training will be paid by the Employer and the employee will be allowed to attend schooling or training on paid time if during normal work hours.

Section 12. Temporary and Short-Term Workers. Temporary and /or Short-Term Workers may be used to substitute or back-fill for bargaining unit employees. However, temporary and/or short-term workers will not displace bargaining unit employees.

Section 13. Travel. When an employee is required to travel for state business, the agency will comply with the travel policies established in the Montana Operations Manual. A copy of this can be found online or requested through Human Resources.

Section 14. A probationary period for new hires and rehires shall be 12 months from the date of hire. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. The probationary period for an individual employee may be extended at the Employer's discretion in accordance with the State of Montana Probation Requirements Policy.

ARTICLE 7. LEAVES/ABSENCES

Section 1. Sick Leave. Sick leave is available to eligible employees under qualifying conditions as established in § 2-18-618, MCA, and policy of the Montana Operations Manual.

Subsection 1. Full-time full-year employees earn sick leave credits at the rate of twelve days per year (0.046 hours for each hour worked), An employee must be employed for ninety calendar days to be eligible for sick leave benefits. Abuse of sick leave is cause for dismissal.

Subsection 2. 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.

Subsection 3. Notification of absence because of employee or qualified family member illness, injury or other qualifying sick leave event shall be given as soon as possible but no later than four hours after the start of 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. If the employee fails to give such notification, the absence may be charged to leave without pay with appropriate disciplinary consequences.

Subsection 4. Abuse of Sick Leave

- 1. Misrepresentation of the actual reason for charging an absence to sick leave is cause for dismissal and forfeiture of the lump-sum payment.
- 2. Chronic, persistent, or patterned use of sick leave may be subject to discipline.
- 3. Absences improperly charged to sick leave may, at the Employer's discretion, be charged to annual leave or compensatory time.
- 4. Any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump-sum payment are subject to the grievance procedure.

Section 2. Civic Leave. Jury duty and witness leave is available to eligible employees under qualifying conditions as established in § 2-18-619, MCA, and policy of the Montana Operations Manual. Employees must inform the CFMO/designee of the date and anticipated length of absence and provide a copy of the summons or subpoena as soon as possible after being summoned or subpoenaed.

Section 3. Holidays. Holiday benefits are available to eligible employees under qualifying conditions as established in § 2-18-603, MCA, and policy of the Montana Operations Manual. The holiday benefit is eight hours' pay for full-time employees and proportionally less for part-time employees.

Subsection 1. A holiday is a scheduled day off with pay to observe the those holidays recognized by the legislature in § 1-1-216, MCA, and identified in policy of the Montana Operations Manual.

Subsection 2. In order to be eligible for the holiday benefit an employee must be in pay status their last scheduled day prior to the holiday and the first scheduled day following the holiday.

Subsection 3. The following days are legal state holidays per § 1-1-216, MCA:

New Year's Day.....	January 1
Martin Luther King Jr. Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Indigenous Peoples' Day and Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th 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 a holiday falls on Sunday, the Monday following is the observed holiday. If the holiday falls on Saturday, the preceding Friday is the observed holiday.

Subsection 4. Work on a Holiday. An employee required by management to work on a holiday or the day a holiday is observed shall be paid one and one-half times the regular rate for the hours actually worked on the holiday and receive holiday benefit hours paid at the regular rate

Subsection 5. Holiday on Regular Day-Off. An employee scheduled for a day off on a day observed as a legal holiday shall receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as requested by the employee and approved by the employee's supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off (§ 2-18-603, MCA).

Section 4. Annual Leave. Annual/vacation leave is available to eligible employees under qualifying conditions as established in § 2-18-611, MCA, and policy of the Montana Operations Manual. An employee must be employed for six months to be eligible for annual/vacation leave benefits.

Subsection 1. Employees accrue annual leave credits as follows:

Number of Completed Years of Service	Accrued Per Hour in Pay Status
0-10 years	.058 x number of regular hours (maximum 120 hours/15 days per year)
10-15 years	.064 x number of regular hours (maximum 144 hours/18 days per year)
15-20 years	.081 x number of regular hours (maximum 168 hours/21 days per year)
20 or more years	.092 x number of regular hours (maximum 192 hours/24 days per year)

Subsection 2. Eligible employees may accumulate a maximum of two times the total number of annual leave credits they are eligible to earn per year.

Subsection 3. The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and the Employer, with regard to the best interests of the Employer as well as the best interests of each employee. Where the interest of the Employer requires the employee's attendance, the Employer's interest overrides the employee's interest.

Section 5. Family Medical Leave Act. Any leave for which an employee may be eligible pursuant to the Family Medical Leave Act shall run concurrent with leaves granted pursuant to this Agreement.

ARTICLE 8. COMPENSATION

Section 1. Wage Schedule. For the term of this Agreement, Bargaining unit employees performing work under this Agreement shall be paid according to the attached wage schedule.

Section 2. For the purposes of calculating overtime, only time worked over 40 hours in a week can create overtime pay or compensatory time at one and one-half regular pay. Paid leave times (annual, sick, banked holiday, floating holiday, or compensatory) do not count as time worked. An employee must reduce paid leave time on their timesheet before overtime or compensatory time may be recorded

Section 3. FLSA Compensatory time. Upon mutual agreement, an employee may elect to receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act. Employees will make a selection between earning overtime or compensatory time twice each year, in January and July.

Subsection 1. Maximum Accumulation. The maximum amount of FLSA compensatory time which may be accumulated is 120 hours which may be carried from year to year.

Subsection 2. Use of Compensatory Time. An employee must have their immediate supervisor's prior approval to use accumulated compensatory time.

Subsection 3. Payment on Termination. If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay processed through the State payroll system.

Subsection 4. Maximum Accumulation. Once an employee accumulates 120 hours of FLSA compensatory time, they shall be paid at the applicable FLSA overtime rate.

Section 4. 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.

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 5. Retirement. Eligible employees shall participate in the Montana Public Employees Retirement System as required by state law.

ARTICLE 9 REDUCTION IN WORK FORCE

Section 1. Lay-off. Should the Employer determine to reduce the number of employees or to reduce the number of hours worked, the Employer shall select the employees to be affected and notify them accordingly.

Section 2. Selection for Layoff. In case of reduction in force, once the position(s) to be deleted have been identified, management will consider qualifications and capabilities in determining which employee shall fill the remain positions. If qualifications and capabilities are equal, seniority shall be the determining factor. Should there be a question on an employee's qualifications, the burden of proof lies with the Employer, subject to the grievance procedure.

Section 3. Recall. In the event that the position from which an employee has been laid off is reinstated, that employee shall retain recall rights for one year. Management will notify the employee at their last provided address and they shall have 10 working days to exercise said recall rights by returning to work.

Section 4. Loss of Seniority. Seniority shall be revoked if an employee retires or otherwise terminates employment, is discharged for just cause, permanently transfers out of the bargaining unit, 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 up to two weeks' notice of termination to the interim Employer.

Section 5. Accrual Rights During Layoff. Seniority shall continue to accrue for up to a period of 12 months if an employee is on layoff or is granted an authorized leave of absence. All of an employee's seniority shall be revoked if the employee has not been recalled from a layoff by the end of the 12-month period. Also, an employee on an approved leave of absence at the end of the 12-month period shall cease to accrue seniority until they return to work or has their seniority revoked in accordance with Section 4 above.

ARTICLE 10. GRIEVANCE/ARBITRATION PROCEDURE

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 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 of said transcripts.

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

**ARTICLE 11.
EFFECT OF AGREEMENT**

Section 1. Agreement All Inclusive. This Agreement represents the full and complete agreement between the parties. This Agreement shall not be modified during its term except by the mutual written consent of both parties. This Agreement supersedes any prior agreements, practices, customs, or policies concerning any term or condition of employment.

Section 2. Savings Clause. 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 by any competent authority or court of competent jurisdiction, the remainder of this Agreement shall not be affected or invalidated. This entire contract, together with any attachments hereto shall be subject to the provisions and interpretations of §§ 39-31-101 through 39-31-105, MCA, as amended.

Subsection 1. 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 or covered in this Agreement or not specifically referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Employer or the Union at the time they negotiated or executed this Agreement and even though such subject or matter was proposed and later withdrawn unless the Employer and the Union mutually agree to bargain collectively on such subjects or matter.

Section 3. Effect of Laws, Rules, and Regulations. The parties recognize the right, obligation, and duty of the Department to promulgate rules, regulations, directives, and orders.

Section 4. Minimums. This contract and the attached wage schedule are intended to cover only minimums in wages and benefits. The Employer may place superior wages or benefits in place and may reduce the same to the minimums herein prescribed, without consent of the Union.

ARTICLE 12. DURATION

Section 1. No Strike/Lockout Provision. During the life of this Agreement, and during any period of time while negotiations are in progress between the parties hereto for the extension or renewal of this Agreement, there shall be no strike or sympathy strike by the Union membership at the work site, or lockout, or its equivalent, by the Employer. If problem(s) arise concerning work assignments relating to this clause, an employee's obligation is to report to work and follow through on work assignments and complete the work assigned. Nothing in this clause or the Agreement requires an employee to risk physical injury as a result of a picket line in place. If discipline is meted out for an Employee's failure to report to work or to complete their work assignment(s), the grievance procedure is available for the Employee to challenge the discipline imposed.

Subsection 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross a lawfully established primary picket line

Section 2. Effective Dates and Term of Agreement. **THIS AGREEMENT** shall be effective as of the 1st day of July 2025 and shall remain in full force and effect through the 30th day of June 2027 and shall remain in effect from year to year thereafter, except that either party shall notify the other in writing at least 60 days prior to the expiration date if they desire to modify this Agreement. If the Union gives notice to reopen the Agreement, it shall also notify the Chief of the Labor Relations Bureau in writing of such requested negotiations at the same time such notice is given to the Employer agency. In the event such notice is given, negotiations shall begin not 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.

Section 3. 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 pre-budget negotiations in sufficient time to permit adequate negotiations on economic issues.

THIS AGREEMENT is signed and dated this 9/19/2025.

THE STATE OF MONTANA:

Signed by:



382B3999E2BE4DB...
Karol Ann Davis, Chief Negotiator
State Office of Labor Relations

Signed by:



0D806A8BADC7442...
Trent Gibson, Adjutant General
Director, MT Dept of Military Affairs

Signed by:



B029F19A31124A0...
Kelly Traynham, COL USA
Montana Army National Guard
Construction and Facilities Management Office

THE UNION:

DocuSigned by:



D9ADF5818125453...
Jack McBroom, Business Manager
IBEW Local 233

ADDENDUM A. WAGES

BLUE COLLAR PAY PLAN

All employees covered by this collective bargaining agreement under the Blue Collar Pay Plan shall receive all pay raises due. This Contract represents the minimum wages and conditions and pay can be increase at any time with notification to the Union.

Title/Position Number (Unlicensed)	FY23-25	July 1, 2025	July 1, 2026
Maintenance Worker/Locksmith #67100009	\$30.301	\$32.301	\$33.301
Maintenance Worker/General #67100019	\$29.801	\$31.801	\$32.801
Painter #67101208	\$30.301	\$32.301	\$33.301
Maintenance/Equipment Tech #67100012	\$30.801	\$32.801	\$33.801
Carpenter #67101228	\$32.301	\$34.301	\$35.301
Maintenance/Equipment Tech #67104017	\$30.600	\$32.600	\$33.600
Maintenance Worker/General #67101201	\$29.801	\$31.801	\$32.801
DDC Technician #67101230	\$32.801	\$34.801	\$35.801

Title/Position Number (Licensed)	FY23-25	July 1, 2025	July 1, 2026
Maintenance Worker/Plumber #67100010	\$32.301	\$34.801	\$37.301
Maintenance Worker/Plumber #67100022	\$32.301	\$34.801	\$37.301
HVAC Maintenance Worker II #67101229	\$31.801	\$34.301	\$36.801
HVAC Maintenance Worker III #67101226	\$32.301	\$34.801	\$37.301
Electrician #67101205	\$32.301	\$34.801	\$37.301
Electrician #67100013	\$32.301	\$34.801	\$37.301

No employee's wage shall be reduced as a result of the adoption of Blue Collar Pay Plan wage rates.

Employees will receive applicable future negotiated and statutory wage increases.

Longevity Employees shall receive statutory longevity pay adjustments in five-year increments as authorized under § 2-18-304, MCA.

Increment	0	1	2	3	4	5	6
Continuous Years	0	5	10	15	20	25	30
Longevity rate of Base Pay	0	1.5%	3.5%	5.5%	7.5%	9.5%	10.5%

ADDENDUM B. PENSION/ANNUITY

EIGHTH DISTRICT ELECTRICAL PENSION FUND

Each Employer shall contribute to the Eighth District Electrical Pension Fund (the "Fund") the sums below for each hour worked by each employee of the Employer performing work covered by this Agreement Effective 7/1/2021 the hourly amount increases to \$0.00 per hour. Employer contributions and accompanying payroll reports will be forwarded monthly to such depository and on such forms as the Fund shall designate. Employer contributions and reports shall be delinquent if not received by the 15th of each month. Employer and Union adopt and agree to be bound by all terms and provisions of the Second Amended and Restated Agreement and Declaration of Trust of the Eighth District Electrical Pension Fund, as amended (the "Trust Agreement") and all Rules and Regulations of the Annuity Plan and other actions adopted or taken by the Board of Trustees of the Fund pursuant to the powers granted to the Board of Trustees by the Trust Agreement. Employer designates and appoints as its representatives on the Board of Trustees of the Fund, the Employer Trustees appointed in the manner provided in the Trust Agreement.

Union designated and appoints as its representatives on the Board of Trustees of the Fund, the Union Trustees appointed in the manner provided in the trust Agreement. The failure of any individual Employer to comply with the applicable provisions of the trust Agreement shall also constitute a breach of this Agreement.

EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

Each Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan (the "Fund") the sum of \$0.00 for each hour worked by each employee of the Employer performing work covered by this Agreement.

Employees performing work covered by this Agreement may elect to participate in Fund's 401(k) Salary Reduction Program (the "Program") by signing and delivering to the Employer and Fund Administrator an Elective Deferral Authorization ("Authorization") form approved by the Fund. Employer shall reduce and withhold from the employee's salary the amount per hour and during the payroll periods specified by the employee in the Authorization. The Authorization and any written modified Authorization shall be delivered to the Employer and Fund Administrator at least 15 days prior to the beginning of the specified payroll period. Employer shall remit and pay to the Fund or its designated depository the total of all reduced salary withheld pursuant to such Authorization on or before the 15th day of the calendar month after the calendar month in which such reduced salary was withheld. Employer's payments shall be accompanied by such reporting forms as the Fund shall designate. Employer's payments and reports shall be delinquent if not received by the Fund by the 15th of each calendar month.