MONTANA DEVELOPMENTAL CENTER CRAFT COUNCIL
AND
MONTANA DEVELOPMENTAL CENTER
DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES

ARTICLE 1
PREAMBLE

THIS AGREEMENT is made and entered into this 5th day of March 2011, by and between the State of Montana, Montana Developmental Center, hereinafter referred to as the EMPLOYER, and the Montana Developmental Center Craft Council, consisting of the Pacific Northwest Regional Council of Carpenters (PNWRCC) Local Union #153, International Association of Machinists (IAM) Local Lodge # 88, and International Union of Operating Engineers (IUOE) Local Union #400, hereinafter referred to as the UNION.

ARTICLE 2
RECOGNITION

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 May 12, 2004 and June 4, 2009.

ARTICLE 3
MANAGEMENT RIGHTS
(In compliance with State Statute 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; and
7. establishing the method and process by which work is performed.

ARTICLE 4
UNION SECURITY

Section 1. Any present or future employee who is not a Union member and who does not make application for membership within 30 calendar days shall, as a condition of employment, pay to the Union a representation fee as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 calendar days after written notification to the Employer from the Union.

Section 2. 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 or a representation fee. 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 3. All employees covered by the terms of this Agreement shall within 30 calendar days of the signing of this Agreement, or within 30 calendar days of employment, whichever is later, pay dues or a representation fee to the Union. The Union may make written notice of default and demand for discharge after the 30-day period specified above. The Employer shall initiate appropriate discharge actions under this Section to ensure discharge of the affected employee(s) before the 30th day from receipt by the Employer of the Union's written notice of default and demand for discharge.

Section 4. 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 5. Upon written request, the Unions agree to provide documentation to the Employer that its representation fee rate is established in accordance with law.

Section 6. 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 6 Section 2 Subsection 1 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.

Section 7. Each Craft Council Union shall have the right to appoint a shop steward 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 him by the union, it being understood that the discharge of such duties shall not interfere with the normal performance of the steward's work for the Employer.

ARTICLE 5
NON-DISCRIMINATION

Section 1. No non-probationary member of the bargaining unit shall be discharged except for just cause or discriminated against for engaging in lawful Union activities. In the event of dismissal, the employee involved shall be entitled to, and upon request, there shall be made available to him/her, a written notice of such cause

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 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 handicap, 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, however, negotiate a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

ARTICLE 6
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 Work Day – 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 four hours of a shift and one break during the last four hours of a shift. Breaks shall be taken at designated times and places mutually agreed upon.

Employees will be granted a meal stipend equal to the noon meal allowance referenced in 2-18-501(1) MCA and meal period within their eight-hour shifts. Employees will also receive the meal stipend for any overtime shift consisting of four hours or more. It is agreed that the 30-minute meal period is properly calculated as part of the total compensation of an employee where such is provided under the terms of this Agreement. It is further understood that the meal period may be interrupted for service

but when possible will resume at a later time. It is recognized that workers in non-direct care services are compensated for 40 hours of work per week within which they are provided a 30-minute meal period each day. Actual working hours are thereby reduced to 37 1/2 hours per week.

1. The regular workday shall be from 8:00 a.m. to 4:00 p.m., Monday through Friday.
2. For Engineers, eight hours shall constitute a day's work in any 24- hour period.
3. Employees shall not have their daily work schedules altered unless given 10 working days' notice of the change, except in emergency situations, or by mutual agreement.

Section 3. Regular Work Week. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours. Alternate 40-hour workweeks may be established through mutual agreement of the employer, the affected employees, and the appropriate Craft Council union.

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 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 his/her 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. For additional time worked, beyond the four call-out hours that are outside the employee's regularly scheduled shift, 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.

Employees on call out will be granted a meal stipend equal to the noon meal allowance referenced in 2-18-501(1) MCA.

Section 13. The meal stipend as referenced in section 2 and 12 will be indexed to the state meal pay plan.

Management and labor agree to pursue information regarding taxation of the meal stipend.

ARTICLE 7
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. 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. The Employer will provide safety equipment.

Section 5. Employees will be reimbursed not to exceed $150.00 per year for purchase of coats, sweatshirts, coveralls/bibs (insulated and non insulated), boots (winter or summer), heavy work shirts and pants (Carhart style), winter underwear and winter face mask. Employees must submit a store receipt and a store order to the Environmental Services Manager.

Section 6. Probationary Period.

Subsection A. The Employer shall have six (6) months after employing an individual to determine the individual's competency in any position covered by this Agreement. This six -month period may be extended up to an additional three (3) months by mutual agreement.

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

Section 7. When four or more workers from any same craft classification are employed by the Montana Developmental Center, one employee will be designated as a foreman and receive a seven percent (7%) increase.

Section 8. Employees covered by this Agreement shall receive directions from the Environmental Services Manager or his/her designee.

Section 9. If 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.

ARTICLE 8
HOLIDAYS – VACATION – SICK LEAVE

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

New Year's Day ..... January 1
Martin Luther King Jr.'s Birthday ..... Third Monday in January
Lincoln and Washington's Birthday ..... Third Monday in February
Memorial Day ..... Last Monday in May
Independence Day ..... July 4
Labor Day ..... First Monday in September
Columbus Day ..... Second Monday in October
Veterans' Day ..... November 11
Thanksgiving Day ..... Fourth Thursday in November
Christmas Day ..... December 25
First Tuesday after the First Monday in November in even-numbered years

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 the holiday is observed.

4. Holidays that fall on an employee's scheduled day off 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 his/her 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 s/he was in a pay status on the last regularly scheduled work day immediately prior to the holiday or on the first regularly scheduled work day 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). Vacation leave shall comply with state law. Permanent full-time employees shall earn leave credits each year of employment according to the following schedule:

Years of Employment	Working Days Earned
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	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 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 for a reason not reflecting discredit on the employee is entitled upon termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 2-18-611, MCA.

Section 5. Sick Leave. "Sick Leave" means a leave of absence with pay for a sickness suffered by an employee or his/her 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 Section 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. Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

Section 6. Maternity Leave. Maternity leave shall be in accordance with 49-3-310 and 311, MCA, which states that it is unlawful for an employer or his agent to:

1. Terminate a woman's employment because of her 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 she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her 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 her employment duties; or

4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

   Subsection 1. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her 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 shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit his Employer any expenses or mileage allowance paid him 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 shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his

annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him 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 per 10-1-604, 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 6 months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

Section 9. Leave Without Pay. The employee must request a leave without pay 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 his/her 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 9
SENIORITY

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

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

2. Seniority will accrue during the first twelve months of any approved leave of absence or absence resulting from illness or injury.

3. Previously credited seniority shall not be lost when an employee is re called from layoff status or returns from a leave without pay resulting from absences as described in 2 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.

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

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 work force in any classification 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 classification 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 his or her intention to return to work, or fails to report for work within fifteen calendars days, such employee shall be considered as having forfeited his or her right to re-employment. The Employer will notify the employee to return to work by certified mail

Section 4. 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 classification shall be determined along with qualifications and ability for promotional opportunity.

Section 5. 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.

ARTICLE 10
HEALTH AND WELFARE

Section 1. The Employer agrees to contribute to the State's group health insurance premium as specified in 2-18-703 MCA.

Section 2. The State contribution toward health insurance shall continue during an absence for serious health condition for up to three months.

ARTICLE 11
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 12
GRIEVANCE AND ARBITRATION

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 terms and provisions of this Agreement.

Section 1. Grievance Procedure

Step 1 - Any grievance shall be taken up with the employee's immediate supervisor within fourteen (14) calendar days of the event-giving rise to the grievance. The immediate supervisor shall have fourteen (14) calendar days to respond and shall provide a copy to the appropriate Craft Council Union.

Step 2 - If the grievance is not resolved informally, a formal grievance may be presented in writing on a mutually agreed to form, within fourteen (14) calendar days from the receipt of the immediate supervisor's response of Step 1 to the superintendent or his/her designee. The superintendent or his/her designee at the second step shall have fourteen (14) calendar days from receipt of the grievance to respond in writing.

Step - If the grievance is not resolved at Step 2, it may be presented to the Department Director or his/her designee within fourteen (14) calendar (14) days of the receipt of the Step 2 response. The Director shall have fourteen (14) calendar days to respond to the grievance in writing.

Step 4 - Should the aggrieved employee and the appropriate Craft Council Union consider the decision of the Director unsatisfactory, the appropriate Craft Council Union may, within 21 calendar days of receipt of such decision, notify

the Director and the Chief of Labor Relations Bureau of its decision to take the grievance to final and binding arbitration.

Section 2. Rules of Grievance Processing.

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

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the grievant to proceed to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing, there shall be set forth all of the following:

   i. A complete statement of the grievance and facts upon which it is based.
   ii. The contractual rights of the individual claimed to have been violated and the remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing a grievance under the provisions of this contract may not pursue the same grievance under another procedure.

Section 3. Rules of Arbitration.

1. Within 14 calendar days of receipt of the Union's notice of its intent to arbitrate a grievance, the union shall call upon the Federal Mediation and Conciliation Service for a list of seven potential arbitrators.

2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. A coin toss shall determine which party will strike the first name.

3. The arbitrator shall render a decision and that decision shall be final and binding. By mutual agreement, the parties may request a bench decision from the arbitrator.

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 all costs. If each party requests a transcript, they shall equally share the cost.

5. The arbitrator may not add to, subtract from, or modify the terms of this Agreement.

6. The Employer shall provide a reasonable amount of release time to investigate and adjust grievances to the Union Representative or his/her designee. It is understood that the Union Representative will not unduly interfere with employees in the course of their work. When occasions arise which necessitate utilization of release time, permission shall be obtained from the immediate supervisor in advance.

7. If a grievance involves more than one employee, crosses department lines, and involves more than one supervisor as a step 1 respondent, or the immediate supervisor does not have the authority to adjust the grievance, the grievance may be filed at step 2 by mutual agreement with the superintendent or his/her designee.

ARTICLE 13
SAVINGS CLAUSE

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

Section 2. The Employer and the Union expressly waive and relinquish the right, and each agrees that the other shall not be obligated during the term of this agreement, to bargain collectively with respect to any subject or matter whether referred to or covered in this Agreement or not specifically referred to or covered in this Agreement, even though 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 14
SCOPE OF WORK

This agreement covers non-construction work of a maintenance, repair, and renovation nature assigned to Craft Council Bargaining Unit employees by 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 1. The basic work of all positions within this bargaining unit is described in the Blue Collar Plan Class Specifications.

Section 2. 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 3. Generally, each respective craft will perform those duties and responsibilities typical of their trade and addressed herein 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

2. An immediate repair is necessary

3. A circumstance arises which produces an emergency or potential emergency situation.

Section 4. 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 forty-eight (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.

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.

Section 5. Typical Duties and Responsibilities.

Carpenters: Assumes primary responsibility for planning and completion of minor building additions/renovations and maintenance such as constructing, replacing/repairing floors, walls, roofs, cabinets, shelves, adaptive equipment, woodwork, sidewalks, ramps, curbs, concrete and ceramic fixtures, doors and hardware including hinges, locks, etc. Erects fences and gates, constructs forms for concrete footings, foundations, and slabs.

Painter: Assumes primary responsibility for glazing, painting buildings, equipment, curb and traffic lanes

Machinist Mechanic: Assumes primary responsibility for maintenance and repair of motor vehicles such as automobiles, trucks, larger construction, and materials handling equipment, mechanical equipment such as air conditioners and refrigeration equipment, Performs a general machinist.

Plumber: Assumes primary responsibility for the instillation and more complex repair and maintenance of water distribution, sewage collection, hot water/steam, compressed air and natural gas systems

Electrician: Assumes primary responsibility for the instillation and maintenance of more complex electrical fixtures and equipment

Stationary/Maintenance Engineer: Assumes primary responsibility for operation and maintenance of mechanical equipment including boilers, pumps and heating systems, performs general and scheduled preventative maintenance and minor electrical, plumbing, mechanical and building repairs.

ARTICLE 15
EFFECTIVE DATE - TERM OF AGREEMENT

This Agreement shall be effective the first day of July, 2011, and shall remain in full force and effect through the 30th day of June 2013 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 not later than thirty days prior to the expiration date.

The Union shall have the right to take concerted action after December 31, 2012, on wages and fringe benefits concerning the 2013-2014 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.

DATED this 5th day of March, ~~2011~~ 2012 PS

For: The State Of Montana

Anna Whiting Sorrell, Director
Department of Public Health and
Human Services

Gene Haire, Superintendent
Montana Developmental Center

Paula Stoll, Administrator
State Human Resources Division

For: The Montana Developmental
Center Craft Council

John Riordan, Business Agent
International Union of Operating
Engineers, Local # 400

Mary Alice McMurray
Pacific Northwest Regional Council of
Carpenters, Local #153

Troy Buhl, ~~GER~~ BR.
International Association of Machinists
Lodge 88

State of Montana
Department of Public Health and Human Services
Montana Developmental Center Craft Council

BLUE COLLAR PAY SCHEDULE
FISCAL YEARS 2011-2013

Hourly Base Wage

DESCRIPTION	GRADE	October 8, 2011
Maintenance Worker		15.99
Engineer	B8	17.844
Painter	B9	18.306
Machinist/Carpenter	B10	18.768
Electrician	B11	19.230
Plumber	B12	19.692

Longevity allowance provided in 2-18-304, MCA shall be in addition to qualifying employees' hourly base wage.

LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2013

by and between

THE STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
MONTANA DEVELOPMENTAL CENTER

and

INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE #88

This Letter of Agreement, hereinafter referred to as "Agreement", entered into this 5th day of March 2012, by and between the State of Montana, Department of Public Health and Human Services, Montana Developmental Center, hereinafter referred to as "Employer", and International Association of Machinists, District Lodge #86, hereinafter referred to as "Union", shall be considered as an addendum to and by reference herein, incorporated as part of the Labor Agreement executed by Employer and Union, entitled "Montana Developmental Center Craft Council."

A. Effective the first full pay period of the first year of the 2011-2013 biennium, for as long as this Agreement remains un-amended and un-terminated, the Employer shall forward to the IAM National Pension Fund (Pension Fund) the amount of $.50 per compensable hour of employment, in lieu of wages, for each unit employee.

B. Contributions forwarded to the Pension Fund as set forth in this Agreement, are so forwarded in recognition that the State of Montana and the members of District Lodge #86 of the affiliated union agree:

   1. The Union asserts that its Pension Fund is a non-contributory plan that will not accept employee contributions.

   2. The statutory law of Montana requires all pension plan contributions, other than those made to the Montana Public Employees Retirement System to be employee contributions made in lieu of wages. Bargaining unit employees' wages shall be reduced by the amount of the pension plan contribution provided herein, and such reduced amount shall not be included as wages for purposes of computing the Employer or employee contributions to the mandatory Public Employees Retirement System, or for computing gross income for Federal and State Income Tax purposes as long as making such computations in this manner remains lawful.

3. The State of Montana is a public employer.

4. The bargaining unit employees have ratified this Agreement, and therefore, as a condition of initial and continued employment, all affected employees must execute any forms required by the Employer in order to defer, in lieu of wages, monies to pension plan contributions. Failure or refusal of the employee to execute any required forms shall be cause for immediate discharge. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this provision.

5. Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has not liabilities under the provisions the Employee Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations, in the event of a partial or complete withdrawal or termination from the Pension Fund or for the insolvency of such fund, including any such assertions that may be made under Section 414(h) of the I.R.S. Code as have been made in the past.

C. The Employer shall forward contributions for collection periods consisting of each two consecutive payroll periods (four calendar weeks) of the Employer. The total amount due for each collection period shall be remitted in lump sum by the 20th day of the month following the end of each collection period. It is understood and agreed that the calendar year for the collections shall begin with the first day of the first full payroll period of January each year.

D. In compliance with state or federal laws and regulations, the Employer agrees to sign a pension participation agreement and other forms or documents (as furnished by the Union) that may be necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of such employee of the bargaining unit.

E. This Agreement, which expires June 30, 2013, is premised on the assumption that it is in compliance with Montana State Statutes and applicable federal pension laws as interpreted by the state or federal courts and the Pension Benefit Guaranty Corporation. If competent legal authority determines that this Agreement is not consonant with such laws, the parties shall attempt to meet to discuss any problems resulting from terminating this Agreement prior to any such termination by the State.

DATED this 5th day of March, ~~2011~~ 2012 PS

FOR THE EMPLOYER:

Paula Stoll, Administrator
State Human Resources Division

Anna Whiting Sorrell, Director
Department of Public Health
and Human Services

FOR THE UNION:

Troy Buhl, ~~GLR~~ BR,
International Association of
Machinists, Lodge 88

LETTER OF AGREEMENT

TO CONTRACT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2013

by and between

THE STATE OF MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
MONTANA DEVELOPMENTAL CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL UNION 400

This Letter of Agreement, hereinafter referred to as "Agreement", entered into this 5th day of March 2012, by and between the State of Montana, Department of Public Health and Human Services, Montana Developmental Center, hereinafter referred to as "Employer", and the International Union of Operating Engineers, Local Union 400 hereinafter referred to as "Union", shall be considered as an addendum to and by reference herein, incorporated as part of the Labor Agreement executed by Employer and Union, entitled "Montana Developmental Center Craft Council."

A. Effective the first full pay period of the 2011-2013 biennium, for as long as this Agreement remains un-amended and un-terminated, the Employer shall forward to the Central Pension Fund of the Operating Engineers and Participating Employers (Pension Fund) the amount of $.50 per compensable hour of employment, in lieu of wages, for each unit employee.

B. Contributions forwarded to the Pension Fund as set forth in this Agreement, are so forwarded in recognition that the State of Montana and the members of the International Union of Operating Engineers, Local Union 400, the affiliated union agree:

   1. The Union asserts that its Pension Fund is a non-contributory plan that will not accept employee contributions.

   2. The statutory law of Montana requires all pension plan contributions, other than those made to the Montana Public Employees Retirement System to be employee contributions made in lieu of wages. Bargaining unit employees' wages shall be reduced by the amount of the pension plan contribution provided herein, and such reduced amount shall not be included as wages for purposes of computing the Employer or employee contributions to the mandatory Public Employees Retirement System, or for computing gross income for Federal and State Income Tax purposes as long as making such computations in this manner remains lawful.

3. The State of Montana is a public employer.

4. The bargaining unit employees have ratified this Agreement, and therefore, as a condition of initial and continued employment, all affected employees must execute any forms required by the Employer in order to defer, in lieu of wages, monies to pension plan contributions. Failure or refusal of the employee to execute any required forms shall be cause for immediate discharge. The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this provision.

5. Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has not liabilities under the provisions the Employee Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations, in the event of a partial or complete withdrawal or termination from the Pension Fund or for the insolvency of such fund, including any such assertions that may be made under Section 414(h) of the I.R.S. Code as have been made in the past.

C. The Employer shall forward contributions for collection periods consisting of each two consecutive payroll periods (four calendar weeks) of the Employer. The total amount due for each collection period shall be remitted in lump sum by the 20th day of the month following the end of each collection period. It is understood and agreed that the calendar year for the collections shall begin with the first day of the first full payroll period of January each year.

D. In compliance with state or federal laws and regulations, the Employer agrees to sign a pension participation agreement and other forms or documents (as furnished by the Union) that may be necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of such employee of the bargaining unit.

E. This Agreement, which expires June 30, 2011, is premised on the assumption that it is in compliance with Montana State Statutes and applicable federal pension laws as interpreted by the state or federal courts and the Pension Benefit Guaranty Corporation. If competent legal authority determines that this Agreement is not consonant with such laws, the parties shall attempt to meet to discuss any problems resulting from terminating this Agreement prior to any such termination by the State.

DATED: This 5th day of March, ~~2011~~ 2012 ps

FOR THE EMPLOYER:

Paula Stoll, Administrator
State Human Resources Division

Anna Whiting Sorrell, Director
Department of Public Health
and Human Services

FOR THE UNION:

John Riordan, Representative
International Union of
Operating Engineers LU #400

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