

2025 – 2027

COLLECTIVE BARGAINING AGREEMENT

between the

**STATE OF MONTANA
DEPARTMENT OF ADMINISTRATION**

and the

RISK MANAGEMENT FEDERATION

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COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA
DEPARTMENT OF ADMINISTRATION
and the
RISK MANAGEMENT FEDERATION

PREAMBLE

THIS AGREEMENT is made and entered into this 7/1/2025 between the State of Montana, Department of Administration, hereinafter referred to as the "Employer," and Risk Management Employees Federation Local #5455, Montana Federation of Public Employees, hereinafter referred to as the "Federation."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a complete agreement between the parties concerning terms and conditions of employment which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1.
RECOGNITION

Section 1. The Employer recognizes the Federation as the sole and exclusive representative of all employees within the bargaining unit.

Section 2. The bargaining unit shall be defined as stated in Addendum A. Any disagreement over inclusion in the bargaining unit may be resolved through the Board of Personnel Appeals.

ARTICLE 2.
FEDERATION RIGHTS

Section 1. In the event the Federation designates a member employee to act in the capacity as official spokesperson for the Federation on any matter, such a designation shall be made in writing and shall specify the period covered by the designation.

Section 2. A written list of the accredited officers and representatives of the individual bargaining units shall be furnished to the Employer immediately after their election and the Employer shall be notified of any changes of said representatives within seven calendar days.

Section 3. The internal business of the Federation shall be conducted by the employees during their non-duty hours.

Section 4. Selected and designated Federation officers or appointees shall be allowed cumulative paid time per grievance to participate in the grievance process on behalf of a member employee who has filed a grievance, including arbitration matters provided the Employer is notified in advance and the release time is arranged through normal leave request procedures. The Employer will not compensate the aforementioned employees for time spent in such activities outside of their normal work schedule, nor may an employee create any overtime liability as a direct or indirect result of such activities. The Federation retains the right to designate which employees will participate. An employee must be pre-approved by their supervisor for the timing of participation. An employee shall document time spent on Federation business in the comment section of the Employer's time reporting system. A grieving employee shall not use paid working time to prepare and pursue a grievance.

Section 5. The Federation's staff will be allowed to visit work areas of the employees during work hours and confer on employment relations matters, provided that such visitations shall be coordinated in advance with the Employer and shall not unduly disrupt work in progress.

Section 6. The Federation may utilize a reasonable amount of space on bulletin boards currently used for employee notices. No derogatory information concerning the Employer shall be posted by the Federation.

Section 7. The Federation and employees within the bargaining unit shall not utilize the State's email system for Federation business.

Section 8. Federation representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file and any separately held medical file.

Section 9. The Employer shall grant actual time spent at negotiations, up to 20 hours per representative, of paid release time per negotiation year to up to three selected and designated Federation officers or representatives for negotiations related to this Agreement or related to any subsequent collective bargaining negotiations between Employer and the Federation. The Federation retains the right to designate which employees will participate in negotiations. The employee shall track all time spent on Federation matters and submit any tracked time in the comment section of the time reporting system utilized by the Employer.

ARTICLE 3. FEDERATION SECURITY

Section 1. Employees covered by the terms of this Agreement shall not be required to become members of the Federation.

Section 2. Upon receipt of a written authorization from an employee who chooses to become a member of the Federation covered by this Agreement, the Employer shall deduct from the member's pay the amount owed to the Federation by such member for dues. The Employer will remit to the Federation such sums within 30 calendar days. Changes in the Federation membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the Federation and shall be done at least 30 calendar days in advance of such change.

Section 3. The Employer, within 30 days of the signing of this Agreement, shall present the Federation with a list of names and addresses of all current employees covered by this Agreement, and shall update such list each month for all new hires into bargaining unit positions.

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

Section 5. Designated Federation representatives shall receive opportunity to provide membership information to union-represented positions during the employee onboarding process. The Federation and the Employer agree that the Employer shall direct all newly hired bargaining unit members and current bargaining unit members who have questions and concerns regarding union membership to contact the Federation designated representatives.

ARTICLE 4. MANAGEMENT RIGHTS

Section 1. The Federation, in compliance with § 39-31-303, MCA, shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, 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 would be inefficient and non-productive;
4. maintain the efficiency of government operations;
5. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
6. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
7. establish the methods and processes by which work is performed.

ARTICLE 5. MANAGEMENT SECURITY

Section 1. The Federation hereby accepts liability for any damage to or loss of state property that is the proximate cause of action taken by any striking bargaining unit member, provided that liability under this Section shall be restricted to physical damage to real and personal property and shall not include any alleged loss of revenue or other incidental or punitive damage sought by the Employer. Management retains the right to refer charges to law enforcement for criminal conduct. The Employer shall follow the principles of Garrity.

ARTICLE 6. NON-DISCRIMINATION

Section 1. No employee shall be disciplined, discharged or discriminated against by the Employer for upholding lawful Federation principles or Federation activities in a lawful manner, as long as such activity does not interfere with the efficient operation of the institution. The Employer and the Federation affirm their joint opposition to any discriminatory practices in connection with employment in accordance with the Montana Human Rights Act, the Governmental Code of Fair Practices, or other applicable law.

ARTICLE 7. OVERTIME AND COMPENSATORY TIME

Section 1. "Non-exempt" employee means an employee subject to the overtime provisions of the Federal Fair Labor Standards Act and its regulations. "Non-exempt" employees shall be paid at a rate of one and one-half times their regular rate of pay for all authorized time they work over 40 hours per week.

Section 2. Upon mutual agreement between the employee and Management, a "non-exempt" employee may be allowed to accrue and use non-exempt compensatory time in lieu of cash overtime compensation.

Subsection 1. Compensatory time for "non-exempt" employees will accrue at the rate of one and one-half hours for each hour of overtime worked. Employees will earn, record, and use non-exempt compensatory time in one-half hour increments.

Subsection 2. "Non-exempt" compensatory time may not be accrued beyond 120 hours, which represents not more than 80 hours of actual overtime worked.

Subsection 3. A "non-exempt" employee must have the appropriate supervisor's prior approval to accrue or use compensatory time.

Subsection 4. Upon termination, unused accumulated non-exempt compensatory time will be paid to the employee at their final regular rate of pay.

Section 3. "Exempt" employee means an employee in a position designated as executive, administrative, or professional, which is not subject to the overtime pay of the Federal Fair Labor Standards Act and its regulations. "Exempt" employees shall be given compensatory time, under the following provisions:

Subsection 1. Compensatory time will be credited on an hour-for-hour basis, for all authorized time worked in excess of forty hours per week. Employees will earn, record, and use exempt compensatory time in one-half hour increments.

Subsection 2. Compensatory time may be accumulated to a maximum of 120 hours. Compensatory time in excess of 120 hours will be forfeited if not taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

Subsection 3. Compensatory time shall be earned as approved by the Employer and shall be taken at a time agreeable to the employee and the Employer.

Section 4. If pre-approved job-related travel time is scheduled for other than the employee's normal workweek, such travel time shall be compensated in accordance with the terms of this Article.

Section 5. 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 6. The Employer agrees that no supervisor or administrator will regularly perform the duties of an employee covered by this Agreement who is ready, willing and able to perform such duties and who would normally be entitled to overtime for such performance.

Section 7. Overtime or compensatory time as provided for in this Agreement shall not be pyramided under any circumstances.

Section 8. Employees may be relieved of duty during regular shift hours in order to offset overtime hours worked within the 40-hour workweek.

Section 9. The Employer agrees not to block out periods of time during which by policy employees will not be allowed to use accrued compensatory time so long as it is understood that the Employer may approve or disapprove compensatory time usage dependent upon the needs of the agency.

Section 10. Administration shall be undertaken in accordance with Federal Fair Labor Standards Act, Federal regulations, and Montana Operations Manual-Overtime and Nonexempt and Exempt Compensatory Time Policy.

ARTICLE 8. HOLIDAYS

Section 1. For pay purposes the following shall be recognized holidays for bargaining unit members:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's 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
Veteran's 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.

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full-time employees except as provided for in Section 3. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rata basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When a non-exempt full-time employee is required by the Employer to work on a holiday listed above, the employee will be paid at the rate of two and one-half times their regular rate of pay, or at the employee's option, one and one-half times their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and Employer. Full-time exempt employees and employees who request and are authorized to work on a holiday shall receive their regular rate of pay and an alternate day off, to be taken at a time agreeable to the employee and the Employer. Eligible non-exempt part-time employees shall receive benefits granted in this Section on a pro-rata basis.

Section 4. Any eligible full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to 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 scheduled by the employee and their supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off. Eligible non-

exempt part-time employees shall receive benefits granted in this Section on a pro-rata basis.

ARTICLE 9. LEAVE

Section 1. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per § 2-18-619, MCA.

Section 2. Sick Leave. Employees shall be granted sick leave per § 2-18-618, MCA, and according to the following:

Subsection 1. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such notification. Management agrees to take appropriate steps to ensure notification to employees of the names and contact information of the designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay.

Subsection 2. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted their sick leave credits, the employee may utilize their accrued annual leave. If an employee has exhausted all accrued sick leave, the Employer may permit the employee to be placed on a leave without pay status as provided in law, rule, or policy.

Subsection 3. In the event that an employee on annual leave becomes ill, the employee shall 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 4. The Employer may not require a doctor's certificate to substantiate sick leave usage from bargaining unit members unless the employee has been away from work three days on sick leave or unless the Employer has good reason to suspect sick leave abuse.

Subsection 5. If a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 6. Accrued and available sick leave will be allowed for short-term necessary attendance to the illness of a member of the employee's immediate family until other attendance can be reasonably obtained, to attend a funeral in the immediate family, to receive medical, dental or eye examinations, or for other disability related emergencies.

Subsection 7. Immediate family member shall be defined as an employee's spouse, parent, child, grandparent, grandchild, or corresponding in-law.

Section 3. Annual/Vacation Leave. Annual leave will be accrued and used by employees within the unit in accordance with state annual leave law.

Section 4. Leave Without Pay. A leave without pay must be requested by the employee in advance, and management shall then determine if the employee will be excused for the time requested. 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.

Section 5. Military Leave. Military leave shall be granted in accordance with §§ 2-18-614 and 10-1-1009, MCA, and Montana Operations Manual Leave of Absence Without Pay Policy.

Section 6. Educational Leave. Leave granted or expenses paid for education not required by the agency should be in proportion to the anticipated benefits to the agency and may range from no leave and no expenses paid to paid leave and full expenses. At the discretion of the agency, an employee may be allowed leave with pay, leave without pay, or use of accumulated compensatory time or annual leave to attend courses. With supervisor approval, employees may be allowed to flex their normal work hours to make up lost work time due to attendance of approved courses.

Section 7. Workplace Injury or Accident Leave. A permanent employee injured on the job is eligible for Workers Compensation benefits in accordance with state law.

Section 8. Union Leave. The Federation shall be granted 24 hours cumulative paid release time each year to attend to Federation business. The Federation may choose to divide the total release time among more than one designated member of the bargaining unit, provided the Employer is notified in advance and the release time is arranged through normal leave request procedures. The Federation retains the right to designate which employees will participate. An employee must be pre-approved by their supervisor for the timing of participation. An employee shall document time spent on Federation business in the comment section of the Employer's time reporting system.

ARTICLE 10. GRIEVANCES 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.

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. All 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.

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

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 11. EMPLOYMENT SECURITY

Section 1. A probationary period shall be utilized for the most effective adjustment of a new employee and for the elimination of any employee whose performance does not, in the judgment of the employee's supervisor, meet the required standard of performance.

Subsection 1. The initial probationary period is 12 months. The Employer must set and inform the new employee in writing of the length of the probationary period at the time of hire. The Employer may also establish in writing, conditions of probation or set performance evaluation criteria for new employees eligible for permanent status. 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.

Subsection 2. The Employer may extend the length of a probationary period for a maximum of six additional months. When a probationary period is extended, the Employer must notify the employee and the Federation of the extension in writing on or before the end of the original probationary period. The notice must include the length of and reason for the extension. Employer may also extend or amend any written conditions of probation or performance evaluation criteria and may include these changes in the written notice. An employee will not attain permanent status until the employee successfully completes the extended probationary period.

Section 2. The Employer may discharge any employee with permanent status only for good cause. The Employer shall furnish an employee subject to discharge with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Federation of the removal of an employee for cause. An employee with permanent status may appeal their discharge through the grievance procedure. This in no way limits management's prerogative to lay off employees in accordance with the layoff and recall procedure in this collective bargaining agreement.

ARTICLE 12. SENIORITY

Section 1. Seniority means the length of continuous service with the agency since the last date of hire.

Section 2. Seniority shall cease to accrue during a period of layoff or leave without pay that exceeds 60 working days or after a permanent transfer out of the bargaining unit. However, previously credited service will not be lost, and an employee who is recalled or transfers back into the bargaining unit will retain all prior seniority. If leave without pay is for active-duty military service, seniority shall continue to accrue as if the employee were continuously employed during the leave. Seniority is relinquished upon termination, retirement, or discharge for cause.

Section 3. Recall from layoff shall be in reverse order of layoff. The Employer shall notify a laid off employee to return to work by sending a certified, return receipt letter, to the last known address for the employee, with a copy to the Federation, and shall therein notify the employee that failure of the employee to notify the Employer of their intent to return to work within 10 calendar days of the mailing of said letter shall constitute a forfeiture of their right to return to work. Recall rights shall be limited to a period of two years following the date of layoff.

Section 4. No permanent employee shall be laid off while temporary or probationary employees in the same skill are retained.

Section 5. The Employer shall give permanent employees subject to lay off a minimum of 21 calendar days advance notice and shall deliver a copy of such to the Federation, which shall be allowed an opportunity to comment.

Section 6. The Employer shall consider employees' skills, qualifications, capabilities, performance, and seniority when making reduction-in-workforce or layoff decisions. The Employer shall first assess the skills, qualifications, capabilities, and performance. If that assessment does not adequately distinguish between, or among, employees, Employer shall then consider the employees' seniority to make the decision.

ARTICLE 13. VACANCIES AND PROMOTIONS

Section 1. Whenever a vacancy or newly created position occurs within the bargaining unit, the Employer will prepare a job notice and post the position externally with email notice given to the Federation members. Members who apply for the position will be hired over external candidates where qualifications for the position are substantially equal.

ARTICLE 14. PAY AND HOURS

Section 1. Conditions relative to and governing wages and salaries for unit members, for the duration of this Agreement, exclusive of longevity pay and contribution toward health insurance as provided in statute, are contained in the pay matrix attached as Addendum B of this Agreement.

Section 2. A regular workweek shall consist of five regular workdays, Monday through Friday inclusive, totaling 40 hours.

Section 3. Management may approve an individual alternate work schedule that deviates from a regular workweek. Management may alter, or rescind, an alternate work schedule with a minimum 10 business day notice.

Section 4. With prior management approval, employees may flex their regular daily work schedule.

Section 5. Substantial personal business will not be conducted during office hours. However, the Employer recognizes that some personal business must be conducted during business hours. If time is spent taking care of personal affairs, an employee must notify the supervisor that the employee is working on personal business and take appropriate leave.

Section 6. Full-time employees who are called out for work and report outside the regular shift shall be paid for a minimum of two hours at a rate of one and one-half times the regular rate of pay, except for holidays, as enumerated in the Holiday Article, which will be paid at two and one-half times the regular rate of pay. Each hour after two hours shall also be paid at the overtime rates. It is understood that this provision does not apply to overtime work, which is contiguous with the regular or designated workday.

Section 7. If an employee is selected and given written authorization by a Management designee to temporarily fill a vacancy in a higher graded job, employee shall be paid at the higher grade with the exact rate of temporary pay to be set by the Pay Plan rules. The temporary assignment must be filled for a minimum of one pay period before any pay adjustments are made. Management will not adopt a policy of refusing to authorize such assignments.

Section 8. Bargaining units must ratify a completely integrated collective bargaining agreement prior to receiving a negotiated increase in pay. There will be no retroactive payments for agreements that are not ratified. Subject to the foregoing, effective on the first day of the first complete pay period that includes July 1, 2025, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater. Effective on the first day of the first complete pay period that includes July 1, 2026, the base salary of each employee must be increased by \$1.00 an hour or by 2.5%, whichever is greater.

Section 9. With management approval, and if budget allows, bargaining unit members may attend one training and conference per fiscal year related to current job duties and functions.

Section 10. Employee pay increases within their occupational pay range shall be discretionary and based upon equity, ability to hire and retain, and/or performance. The pay increase will be effective the first day of the first full pay period immediately following a conclusive pay increase determination made by the bargaining unit member's supervisor and approved by the Employer.

ARTICLE 15. EVALUATIONS AND WARNINGS

Section 1. An employee may request and receive a copy of their current position description at any time.

Section 2. Employer shall use a performance evaluation process, and may adopt the statewide performance evaluation process, in the evaluation of employees covered by

this Agreement. Agency supervisors will evaluate employees covered by this Agreement on their work performance. Supervisors may also evaluate employees on competencies required for the position or work unit and shall consider employee behaviors.

Section 3. When performance appraisals are prepared by the employee's immediate supervisor and the next higher supervisor, the results of the combined evaluation shall be transmitted to the employee in the form of a copy of their performance appraisal. The immediate supervisor shall discuss the evaluation with the employee and adhere to electronic acknowledgement processes within the Talent system. If the employee desires to submit a brief written statement in explanation or mitigation of any remark on the performance appraisal form, the statement shall be Submitted in writing and the response shall be placed in the employee's personnel file. The employee has five working days to submit a statement.

Section 4. No adverse information shall be placed in the personnel file of the employee that does not bear either the signature or initials of the employee indicating that they have been shown the material, or a statement by a supervisor that the employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the employee upon request.

Section 5. Material placed in the personnel files of an employee without conformity with the provisions of this Section must first be conformed before the Employer may use the information in any subsequent evaluation or disciplinary proceeding involving the employee.

Section 6. The Employer will afford employees their *Weingarten* rights.

Section 7. Employees will be provided relevant documentation during their due process meeting. Employer shall afford employees a due process hearing before the Employer makes a decision regarding disciplinary demotion, discharge, or suspension without pay of more than 10 days.

ARTICLE 16. RETIREMENT

Section 1. All employees shall be covered by the Public Employees' Retirement System as provided in state law.

ARTICLE 17. NOTIFICATION OF POLICY CHANGES

Section 1. The Employer shall ensure reasonable access to the Federation and each employee an up-to-date policy of its rules, regulations and policies on employment related matters. The Federation shall be notified of any proposed changes or additions to personnel rules, regulations and policies issued by the Employer, and those issued by the Department of Administration of which the Employer is aware, sufficiently in advance to allow discussion and comment by the Federation.

**ARTICLE 18.
PAYROLL DEDUCTIONS**

Section 1. In addition to the monthly dues deductions authorized in this Agreement, bargaining unit members shall be allowed to authorize Management to deduct from their paychecks such amounts that they desire in order to participate in programs that have the prior approval of both Management and the Federation.

**ARTICLE 19.
LABOR/MANAGEMENT RELATIONS COMMITTEE**

Section 1. The Employer and the Federation agree to the establishment of a Labor/Management Relations Committee (LMRC) which shall meet to discuss concerns of both parties and to foster improved communications between the Employer and the members of the bargaining unit. The Committee shall meet at the request of either party, but not more than quarterly unless exigent circumstances exist. The topic(s) of the meeting must be disclosed at the time of the request. Additional items may be discussed at the meeting if agreed to by both parties. Labor/Management Relations Committee meetings are not negotiations and cannot add to, subtract from, or otherwise modify the terms of the Collective Bargaining Agreement.

Section 2. The Committee shall be composed of no more than three members appointed by the Employer, and no more than three members appointed by the Federation.

Section 3. The Committee shall meet at a mutually agreed time and date.

Section 4. Employees shall be granted one hour of paid release time per quarter to attend Labor/Management Relations Committee meetings if the meetings are scheduled during normal working hours, provided the Employer is notified in advance and the release time is arranged through normal leave request procedures. The Federation retains the right to designate which employees will participate. An employee shall document time spent on Federation business in the comment section of the Employer's time reporting system.

**ARTICLE 20.
TERMS, AMENDMENTS AND MODIFICATIONS**

Section 1. This Agreement shall be effective upon signature of both parties and ratification by the Federation and shall remain in full force and effect through June 30, 2027. Either party shall notify the other in writing at least 60 days prior to the expiration date that they desire to renegotiate this Agreement. If the Federation gives such notice, it agrees to notify the Chief of the State Office of Labor Relations in writing of such requested negotiations at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin no later than 30 days prior to the expiration date.

Section 2. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Federation for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement. This Article shall not be construed to in any way restrict parties from commencing negotiations under Section 4, or under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

Section 3. The Federation and the Employer agree that there will be no stoppage of work or lockout during the term of this Agreement except that the Federation shall have the right to engage in concerted activity after December 31, 2026, for matters pertaining to wages and benefits in the FY 2027-2029 biennium, and the Employer may lock out as allowed by law.

Section 4. By execution of this Agreement, the Federation agrees that negotiations on pay are concluded for the term of this contract. Any further agreements on pay covering the 2027-2029 biennium for the term of this contract will be negotiated through the master negotiations of the state employee pay plan (traditionally HB 13).

ARTICLE 21. SEVERABILITY

Section 1. In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not declared invalid or unenforceable, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto acting by and through their respective and duly authorized officers or representatives have hereunto set their hands and seals the day and year first above written.

THIS AGREEMENT is signed and dated this 7/1/2025

THE STATE OF MONTANA:

Signed by:

Karol Anne Davis

382B3909E2BE4D9
Karol Anne Davis, Chief Negotiator
State Office of Labor Relations

Signed by:

Yvette Englert

05E4351C4D31437
Yvette Englert, Deputy Director
Department of Administration

THE UNION:

Signed by:

Jeff Cowee

642A7184B4824AA
Jeff Cowee, Field Representative
MFPE

DocuSigned by:

Lance Wetzel

36B70019B9294C3
Lance Wetzel, Local President
Risk Management Federation

**ADDENDUM A.
PAY & BENEFITS**

Classification Title	Job Code	Minimum	Midpoint	Maximum
IT Security Specialist 2	C1C022	\$77,279	\$98,949	\$120,619
IT Security Specialist 3	C1C023	\$96,599	\$123,686	\$150,774
IT Systems Analyst 2	C1C012	\$78,281	\$97,851	\$117,421
Emergency Specialist 3	B1J023	\$72,004	\$90,005	\$108,006

Section 1. State of Montana Benefit Plan Contribution. The monthly Employer contribution for group benefits will increase to \$1080 for the 2026 plan year and \$1107 for the 2027 plan year.

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

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

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%.