

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE MAINTENANCE PAINTERS UNION**

**AND THE**

**MONTANA UNIVERSITY SYSTEM**

**JULY 1, 2011 THROUGH JUNE 30, 2013**

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## **PREAMBLE**

This agreement is made and entered into on this the 1st day of July, 2011, by and between the Montana University System with units at Missoula, Bozeman, Billings, and Butte, Montana, hereinafter referred to as the employer, and the Montana University System Maintenance Painters Union, hereinafter referred to as the bargaining agent or union.

## **ARTICLE 1 - RECOGNITION**

### **1.1 RECOGNITION**

The employer recognizes the union as the sole and exclusive bargaining representative of all employees in the bargaining unit. The union recognizes the Board of Regents as the statutory governing body of the Montana University System and the Commissioner of Higher Education as the employer's bargaining representative. Classifications (job titles) included in the bargaining unit at the four campuses covered by this agreement are specified in Addendum A.

### **1.2 EXCLUDED EMPLOYEES**

Temporary, student, and part-time employees shall be excluded from this agreement and are not subject to any of the benefits or restrictions set forth therein.

#### **A. Temporary Employees**

Temporary employees who are excluded from this agreement are persons who are scheduled to work for no longer than four (4) consecutive months in classifications listed in Addendum A. A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period or on a daily, weekly or monthly basis with no expectation of employment beyond the period specified. No temporary employee may be changed to the status of a permanent employee, but any temporary employee may apply for any permanent position for which a recruitment is being conducted. Temporary employment may be discontinued without cause, but at least five (5) working days of notice of discontinuance shall be given those employed for a specified term or on a monthly basis. Temporary employment must, where applicable, be at rates established by this agreement. All returning temporary journeymen painters shall receive the journeymen painter wage rate specified in Addendum A. No existing employees will lose their positions as a result of the employment of temporary employees.

## **B. Part-time Employees**

Part-time employees who are excluded from this agreement are persons who typically work in classifications listed in Addendum A for less than twenty (20) hours per week.

## **C. Student Employees**

The right of the employer to employ student painters under the supervision of the physical plant is recognized. Such student employees are excluded from this agreement. However, no existing employees will lose their position as a result of the employment of students.

## **D. Student Painting**

1. **For Montana State University-Bozeman:** It is understood and agreed that students at all units shall be allowed, under the terms of this agreement, to paint and redecorate the interior of their own residence hall rooms and other non-public areas of the residence hall and/or to redecorate the interiors of their own married student housing quarters. Students and others may decorate a wall or ceiling with a "work of art" in any area of the campus. Student painting shall be performed under the normal supervision of the physical plant (paint shop) at the campus. It is further understood that no existing employee will lose his/her position as a result of the application of this section. Whenever the Student Residence Hall Decorative Committee or other similar committee meets to discuss policy guidelines, the shop steward shall be entitled to attend such meetings.
2. **For Montana State University-Billings:** During the summer term, a student paint crew (not to exceed five student painters or 1750 hours) shall be allowed to paint any interior areas of the residence halls.
3. **For Montana Tech of The University of Montana:** Students (not to exceed two) shall be allowed to paint any areas of campus.

# **ARTICLE 2 – UNION RIGHTS**

## **2.1 UNION SECURITY**

### **A. Dues Checkoff**

The employer agrees, upon receipt of written authority from the employee, to deduct from the pay of the employee the monthly amount of dues, or service fee in lieu of dues, as certified by the appropriate officer of the union. Such deductions from employees' pay shall be remitted, together with an itemized statement, to the appropriate officer of the union. Within thirty (30)

days from the effective date of this agreement and at least thirty (30) days prior to any change, the union shall notify the employer of the name and mailing list of the appropriate officer who is to receive dues money.

### **B. Payment of Dues or Representation Fee**

All present employees covered by this agreement who are not members of the bargaining agent's labor organization who do not make application for membership therein within the thirty (30) calendar days of the effective date of this agreement shall, as a condition of continued employment, pay to the bargaining agent a representation fee as a contribution toward the administration of this agreement. All present employees covered by this agreement who are members of the bargaining agent's labor organization shall, as a condition of continued employment, pay to the bargaining agent a representation fee as a contribution toward the administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any employee who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent. Employees may be exempted from the requirement to pay dues or service fees in accordance with 39-31-204, M.C.A.

### **C. Employer Indemnification**

The bargaining agent will indemnify and hold the employer harmless against any and all liability including, but not limited to, such items as wages, damages, awards, court costs, and attorney fees which arise by reason of or as a result of the employer taking action to comply with this article.

## **2.2 UNION ACTIVITIES PROTECTED**

No employee shall be discharged or discriminated against for engaging in union activities which are protected under the state collective bargaining act and which are not restricted in this agreement.

## **2.3 APPOINTMENT OF EMPLOYEE REPRESENTATIVES OF UNION**

The union may appoint an employee at each campus location who shall be recognized as having the authority to report violations of the agreement to the union and to assist in the adjustment of grievances. The employer shall be notified of the names of such employees before they begin serving in such a capacity. Employee representatives of the union do not have the authority to tell employees to refuse to carry out the directions of the employer or to interrupt or stop any work.

## **2.4 REPRESENTATION BY UNION REPRESENTATIVE**

Employees have the right to have a union representative present during investigatory interviews that may result in disciplinary action. It is the obligation of the employee to request such representation and ensure that the union representative is notified and present at any such meetings.

## **2.5 BARGAINING UNIT LIST**

Upon request, the employer shall furnish the union with an updated list of the names and seniority dates of employees in the bargaining unit. The union shall inform the employer of the union official who is to receive such information.

## **2.6 BULLETIN BOARDS**

The union shall have the right to use specified bulletin boards and regular posting areas for posting of official union business notices. Political material may not be posted that reflects endorsement of a specific candidate or political party.

## **2.7 CAMPUS MAIL**

Within legal limits, the union may use campus mail for dissemination of meeting notices.

## **2.8 POLICIES**

The union recognizes the right of the employer to implement personnel and other policies which shall be applicable to employees as long as such policies do not contradict any specific provision of this agreement. The bargaining agent shall be furnished, upon request, with a current copy of any official policy of the employer relating to the terms or conditions of employment of employees in the bargaining unit.

## **2.9 MEETING ROOMS**

When available, and upon receipt of adequate notice and request, the employer shall provide meeting room space for bargaining agent meetings with bargaining unit personnel in accordance with campus regulations.

## **2.10 COPIES OF AGREEMENT**

Upon final ratification and approval of this agreement, the employer shall prepare and make available to the union a copy of the agreement. The union shall be responsible for providing

copies of the agreement for employees and the employer shall be responsible for providing copies for supervisors.

### **2.11 VISITING WORK AREAS**

The authorized representative of the bargaining agent shall have access to the job during working hours for official business after notifying the appropriate available supervisor or representative thereof of the work area to be visited and the anticipated time of the visit. Any such visit may not unduly disrupt work in progress.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

### **3.1 MANAGEMENT RIGHTS**

Employees and the bargaining agent recognize the prerogative of the employer, subject to the terms of this agreement, 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 nonproductive;
4. maintaining the efficiency of the employer's operations;
5. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed.  
(39-31-303, M.C.A.)

All rights and prerogatives of the employer which are not specifically relinquished in this agreement shall be retained by the employer. The right of the employer to promulgate and enforce reasonable work rules is expressly recognized.

## **ARTICLE 4 – NO WORK STOPPAGES**

### **4.1 WORK STOPPAGE**

There shall be no strikes, slowdowns or other work stoppages on the part of employees or the union and there shall be no lockouts by the employer during the term of this Agreement.

## **ARTICLE 5 – NONDISCRIMINATION**

### **5.1 NONDISCRIMINATION**

The employer and the bargaining agent agree to work cooperatively to assure that all employees have equal employment opportunities. There shall be no unlawful discrimination by either party on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

## **ARTICLE 6 – PAY AND HOURS**

### **6.1 RATES SPECIFIED**

Employees shall be compensated for hours worked at the appropriate hourly rate specified for their job title in Addendum A. Such compensation shall commence upon the date of hire or when specified in this agreement. No employee shall suffer a reduction in wages because of the adoption of this agreement. No employee shall receive a rate higher than the negotiated rate contained in this addendum.

### **6.2 LONGEVITY PAY**

Employees shall receive longevity pay in accordance with state statutes. Present law grants each employee who has completed five (5) years of uninterrupted service 1.5% of their base salary multiplied by the number of completed, contiguous five (5) year periods of uninterrupted service. In addition, each employee who has completed ten (10), fifteen (15) or twenty (20) years of uninterrupted state service receives an additional 0.5% of the employee's base salary for each of those additional five (5) years of uninterrupted service.

### **6.3 PREMIUM PAY**

Nonexempt employees, defined as those employees covered by the minimum wage and overtime provisions of state and federal law, are entitled to pay in excess of their normal hourly rate included in Addendum A in the amounts and under the circumstances specified below.

#### **A. Overtime**

When a nonexempt employee is required to work in excess of eight (8) hours per shift or in excess of forty (40) hours per week, the employee is eligible for overtime at the rate of one and one-half (1-1/2) times the normal rate of pay for all overtime worked. If an employee agrees to an alternate work schedule such as ten (10) hours per day, forty (40) hours per week, only

those hours in excess of forty (40) hours per week shall be considered overtime and paid at one and one-half (1-1/2) times the normal rate.

1. Approval Required

In order to constitute overtime for which an employee is entitled to be paid, the employee must have obtained the approval of the supervisor prior to working the additional time. It is the responsibility of supervisors to ensure that employees do not work any undesired overtime and the responsibility of employees to limit overtime to that requested by their supervisors.

2. Time Worked

For purposes of computing the eight (8) hour day or the forty (40) hour week to determine entitlement to overtime pay, all sick leave, vacation leave, and holidays shall count as time worked.

**B. Compensatory Time Option for Employees**

Upon agreement of the employer and the affected employee(s), an employee may receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act. The following conditions will prevail concerning compensatory time:

1. Compensatory time for nonexempt employees will accrue at the rate of one and one-half (1-1/2) hours for each one (1) hour of overtime worked.
2. The maximum amount of time which may be accumulated is 160 hours of overtime worked or 240 hours of compensatory time; however, the employing campus may establish lower maximums.
3. An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time.
4. If employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination or the average regular rate received by the employee during the last three (3) years of the employee's employment, whichever is higher. The employing campus may establish other timeframes in which compensatory time for nonexempt employees must be used or will be cashed out.

**C. Call Outs**

Employees who are called out for work and report outside their regular eight (8) hour shift or forty (40) hour workweek shall be paid for a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the regular rate of pay. It is understood that this provision does not apply to work which occurs immediately prior or immediately after the work day.

#### **D. Show-Up Guarantee**

It shall be the responsibility of the supervisor to notify any regular full-time employee whose services will not be required for any scheduled shift. Any such employee who shows up for work at the regularly scheduled time because the supervisor failed to give such notice shall be guaranteed four (4) hours of work. If no work is available, the employee shall receive four (4) hours of regular pay in lieu of work.

#### **6.4 PAY AND DEDUCTIONS**

The employer shall establish regular pay days and shall furnish each employee an itemized statement of the purpose and amount of every deduction from wages. The union shall be given advance notification of any permanent change in dates employees are to be paid. Any employee shall be entitled upon written request to have any of the following deducted from wages: university sponsored health or life insurance, approved tax sheltered annuities, and dues or service fee to bargaining agent. Other deductions may be made with approval of the designated campus representative. (39-3-101, M.C.A.)

#### **6.5 WAGE WITHHOLDING**

The employer has the right to withhold from wages or any other payment due an employee, any amount the employee owes the employer or which the employee unjustly received from the employer.

#### **6.6 INSURANCE COVERAGE**

##### **A. Group Insurance**

The employer contribution to health insurance for eligible employees shall be in accordance with state statute. The employer will continue to make insurance contributions on behalf of employees for up to four (4) months while an employee is on a workers' compensation leave of absence as a result of an injury sustained while employed at a unit of the university system.

##### **B. Unemployment and Workers' Compensation**

Employees are eligible for unemployment compensation and workers' compensation in accordance with state law.

#### **6.7 RETIREMENT**

Employees shall participate in the applicable public employee retirement system in accordance with state law.

## **6.8 REST PERIODS**

Each employee shall be allowed a fifteen (15) minute rest break in both the first and second half of each eight (8) hour shift. It shall be the supervisor's responsibility to make time available to ensure each employee receives such rest break. Such break shall be taken without loss of pay and the employee shall not be required to make up such time.

## **6.9 MEAL PERIODS**

No employee shall be scheduled to work more than five (5) consecutive hours without being allowed a meal period except in cases of emergency. No meal period shall be for less than one-half (1/2) hour.

## **6.10 WORK DAY / WORK WEEK**

The standard work day for full-time employees shall typically consist of eight (8) hours per day between the hours of 6:00 a.m. and 5:00 p.m. except for temporary scheduling necessitated by exceptional circumstances. The standard workweek for full-time employees shall typically consist of forty (40) hours per week, Monday through Friday inclusive, except for temporary scheduling necessitated by exceptional circumstances. Alternate schedules may be implemented by mutual agreement of the parties to this agreement.

## **6.11 CLEAN UP TIME**

Each employee shall be given a reasonable amount of time before lunch and before the end of the shift for the purpose of clean up.

# **ARTICLE 7 – LEAVES**

## **7.1 ANNUAL VACATION LEAVE**

Employees shall be eligible for annual vacation leave in accordance with state statute, a copy of which is attached in Addendum B.

## **7.2 SICK LEAVE**

Employees are eligible for sick leave in accordance with state statute, a copy of which is attached in Addendum B, and the following.

## **A. Definitions**

Sick leave is the necessary absence from duty caused when an employee has suffered illness, injury, pregnancy, or pregnancy-related illness; exposure to contagious disease that requires quarantine; the necessary absence from duty to receive a medical or dental examination or treatment; a necessary absence due to the illness of a member of the employee's immediate family requiring the attendance of the employee until professional or other attendance can be obtained; or the death of a member of the employee's immediate family. The employee's immediate family shall consist of: spouse, parents, grandparents, brothers, sister, children, household dependents, and the same relatives of the employee's spouse.

## **B. Policy**

Accumulated sick leave credits should be regarded by employees as valuable free health insurance that maintains the employee's income during a period of personal illness or family emergencies. Sick leave benefits should be carefully guarded and not dissipated or abused.

## **C. Reporting**

Any illness, medical appointment, or emergency which will necessitate use of sick leave shall be reported by the employee to the employer as soon as possible and it shall be the responsibility of the employee to assure proper reporting of use of sick leave for record keeping purposes.

## **D. Charges by Quarter Hour**

Sick leave charges shall be recorded in increments of one-quarter (1/4) hour.

## **E. Physician's Certificate**

A physician's certificate or other evidence to substantiate a sick leave charge may be required by an employee's immediate supervisor or appointing authority if a question of abuse exists or to verify the employee's readiness to return to work.

## **F. Medical Appointments**

The employee must notify the supervisor of a medical appointment at least twenty-four (24) hours in advance except in case of emergency.

## **G. Abuse Defined**

Abuse of sick leave occurs when an employee misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes.

## **H. Employer Substantiation of Abuse**

The employer must be able to substantiate any charges of sick leave abuse that result in an employee's dismissal and forfeiture of the lump sum payment.

## **I. Workers' Compensation Not Charged**

Because an employee's pay continues while on sick leave, no employee is entitled to be paid both sick leave and workers' compensation payments. An employee injured on the job has the option of taking either sick leave or workers' compensation payments and if sick leave runs out, may receive workers' compensation payments.

## **J. Advancing Sick Leave Credits Prohibited**

Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

## **7.3 JURY DUTY OR WITNESS LEAVE**

Any employee summoned as a juror or subpoenaed as a witness shall be granted leave in accordance with state statute, a copy of which is attached in Addendum B.

## **7.4 MILITARY TRAINING LEAVE**

Military training leave shall be granted in accordance with state statute, a copy of which is attached in Addendum B.

## **7.5 LEAVE WITHOUT PAY**

Any employee desiring leave of absence without pay may request approval from the employer. Approval of any leave without pay for five (5) or more days shall be obtained in writing from the supervisor. The maximum leave of absence shall normally not exceed six (6) months but may be extended at the discretion of the employer up to a maximum of one (1) calendar year. As a general policy, unless other arrangements are approved, annual leave or sick leave, if applicable, must have been exhausted before leave without pay may be taken.

When on leave without pay, an employee retains none of the benefits or burdens of employment except a right to return to employment. If the leave exceeds fifteen (15) days, the employer's contribution to medical insurance is discontinued. However, an employee may remain on group medical insurance by personally paying the amount of the employer's contribution plus the regular monthly premium. None of the time on leave without pay may be considered for probationary period purposes, and no holiday pay is paid for holidays which fall during leave without pay, nor is a person a state employee during such leave for purposes of

state insurance coverage or use of state property or facilities including state vehicles. Seniority will cease to accrue during a leave without pay in excess of thirty (30) calendar days.

## **7.6 PUBLIC SERVICE LEAVE**

An employee who is elected or appointed to public office shall be entitled to a leave of absence without pay not to exceed 180 days per year in accordance with state statute, a copy of which is attached in Addendum B.

## **7.7 BARGAINING AGENT REPRESENTATIVE LEAVE**

The employer may grant reasonable leaves of absence without pay to one or two employees whenever required in the performance of duties as "duly authorized representatives of the bargaining agent." "Duly authorized representatives" means members of regularly constituted committees and/or officers of the bargaining agent and a list of such representatives will be supplied to the personnel director or other appropriate official by the bargaining agent.

## **7.8 MATERNITY LEAVE**

Employees shall be eligible for maternity leave in accordance with state statute, a copy of which is attached in Addendum B.

# **ARTICLE 8 – HOLIDAYS**

## **8.1 HOLIDAYS LISTED**

For pay purposes, the following shall be recognized holidays except where the employer exchanges a holiday in accordance with this agreement.

Employees shall be granted the following paid holidays:

- A. New Year's Day - January 1
- B. Martin Luther King Jr. Day - Third Monday in January
- C. Lincoln's and Washington's Birthdays - Third Monday in February
- D. Memorial Day - Last Monday in May
- E. Independence Day - July 4
- F. Labor Day - First Monday in September
- G. Columbus Day - Second Monday in October
- H. Veteran's Day - November 11
- I. Thanksgiving Day - Fourth Thursday in November
- J. Christmas Day - December 25
- K. State General Election Day - On even numbered years

## **8.2 HOLIDAY EXCHANGES AUTHORIZED**

The Board of Regents of Higher Education may designate the following business days as holidays for campus employees in exchange for the same number of legal holidays enumerated above in accordance with 20-25-306, M.C.A.

- A. the Friday following Thanksgiving;
- B. the Monday before Christmas Day or New Year's Day if either holiday falls on Tuesday;  
and
- C. the Friday after Christmas Day or New Year's Day if either holiday falls on Thursday.

## **8.3 HOLIDAY PAY**

Employees shall receive regular pay for all holidays, and all time worked on any holidays shall be compensated at the rate of time and one-half (1-1/2) in addition to regular holiday pay. Holiday pay is paid for the actual designated holiday.

## **8.4 ELIGIBILITY FOR HOLIDAY PAY**

In order to be eligible for holiday pay, an employee must be in a pay status on the last regularly scheduled working day immediately before or on the first regularly scheduled day immediately after the holiday (2-18-603, M.C.A.). If a new employee or an employee returning from inactive status, or layoff reports to work on a day following the holiday, the employee will not receive compensation for the holiday except as provided for herein.

## **8.5 ADDITIONAL DAY OFF**

Any full-time employee who is scheduled for a day off on a day which is observed as a holiday shall be entitled to receive a day off either on the day preceding or following the holiday, whichever allows a day off in addition to the employee's regularly scheduled day off or an alternate day off which is agreeable to the employee and employer. (2-18-603, M.C.A.)

## **8.6 PART-TIME - PRORATED**

Part-time employees shall receive holiday pay on a pro-rata basis.

## **8.7 HOLIDAY LAYOFF**

Employees temporarily laid off due to Christmas vacation shall be entitled to holiday pay for Christmas and New Year's Day. Any employee indefinitely laid off or terminated five (5) calendar days or less prior to any paid holiday shall receive pay for that holiday.

## **8.8 HOLIDAYS NOT CHARGED TO SICK LEAVE OR VACATION**

Holidays, including those allowed in lieu of the actual holiday, occurring while an employee is on paid sick leave or a paid vacation, shall be earned by the employee and not charged as sick leave or vacation.

# **ARTICLE 9 – VACANCIES AND SENIORITY**

## **9.1 FILLING VACANT POSITIONS**

### **A. Posting and EEO Procedures**

The employer will establish and maintain EEO procedures which shall be applicable to the recruitment and filling of all positions. Posting and publication of notice of permanent vacancies within the bargaining unit shall be consistent with the requirements of the employer's EEO procedures.

### **B. Job Change Encouraged Without Penalty**

It shall be the policy of the employer to openly encourage present employees to make application for new, different, or more advanced positions for which they may be qualified, without apprehension or concern about penalty or loss of their present position.

### **C. Temporary Promotions**

Employees may be temporarily assigned all of the duties and responsibilities of a higher paid position for reasons deemed appropriate by the employer. An employee so assigned shall be notified in writing at the beginning of the assignment as to the anticipated duration of the temporary promotion, and the wage rate to be received during the temporary promotion. The employee will return to their former position and wage rate at the end of the temporary promotion. When an employee is assigned the duties and responsibilities of a higher paid bargaining unit employee for more than three (3) consecutive working days, the employee will receive the higher hourly rate of pay from the first day.

## **9.2 SENIORITY**

### **A. Seniority Defined**

Seniority means a regular employee's length of uninterrupted service with the employing campus in a bargaining unit position. The seniority date for all regular employees shall typically be the most recent date of hire in a bargaining unit position. Employees hired prior to the signing of this agreement who have not had a break in service shall not lose any seniority accrued under the agreement between the employer and the International Brotherhood of Painters and Allied Trades. An employee's seniority date may be adjusted to reflect seniority credits earned prior to a transfer out of the bargaining unit in accordance with the following:

1. **Prior Seniority Recognized**

Seniority shall cease to accrue if an employee is transferred or promoted to a position out of the bargaining unit. Upon the return to a bargaining unit position, it shall be the responsibility of the employee to inform the employer in writing of the employee's eligibility for recognition of prior seniority credits.

2. **Selection of Employees for Layoff**

Seniority shall be the controlling factor in selection of employees for an involuntary layoff within each classification and within a budgeted department. The employer shall give affected employees and the bargaining agent at least ten (10) calendar days' notice of anticipated layoff.

3. **Recall**

Employees shall be eligible for recall for one (1) year from the date of a layoff. Recall from layoffs shall be in reverse order of layoff. The employee shall be noticed by certified mail of any recall to employment. If the employee fails to communicate acceptance of the offer of recall within ten (10) working days from the date of mailing of the written notice, the employee shall be considered as having forfeited any right to recall.

## **ARTICLE 10 – PROBATION AND DISCHARGE**

### **10.1 PROBATIONARY PERIOD**

It is the policy of the employer to employ qualified personnel whose ability to perform the services for which they are hired is not contingent upon additional education or training. Temporary employees who are hired into a permanent position are required to serve a six (6) month probationary period in the permanent position. The first six (6) months of employment of any employee newly hired into a position covered by this agreement shall be a period of probation. An employee's probationary period may be extended in special circumstances for an additional three (3) months after giving written notice to the employee and the union. At any

time during the period of probation, the employee may be discharged without any showing of cause.

## **10.2 DISCHARGE FOR CAUSE**

A regular employee is one who has completed the probationary period. No regular employee may be discharged without just cause.

## **10.3 EMPLOYER TO FURNISH REASON FOR DISCHARGE**

The employer shall furnish, upon demand by any discharged regular employee, a written statement of the reason(s) for the discharge. (39-2-801, M.C.A.)

# **ARTICLE 11 – MISCELLANEOUS PROVISIONS**

## **11.1 TRAVEL**

Travel policies and procedures shall be in accordance with state law and procedures.

## **11.2 ETHICAL CONDUCT AND PROHIBITED ACTIVITIES**

Public employees have a special obligation to carry out their duties for the benefit of the people of the state and to avoid taking actions that cause them to violate the public's trust. State law at 2-2-101 through 2-2-304 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators. Employees may also be subject to discipline for violation of public trust. Examples of prohibitions include but are not limited to: 1) using work time, facilities, equipment supplies, personnel or funds for private business purposes including any campaign activity persuading or affecting a political decision; 2) engaging in any activity, including lobbying on behalf of an organization of which the employee is a member while performing job duties 3) receiving two salaries as a public employee for work during overlapping hours; 4) accepting a substantial gift or economic benefit, or reward for an official action; 5) disclosing or using confidential information acquired in the course of official duties in order to further the employee's personal economic interests; 6) assisting any person for a fee or other compensation in obtaining any service, claim, license, or other economic benefit from the employer; 7) performing any official act directly and substantially affecting a business or other undertaking in which the employee has a substantial interest or is engaged as a consultant, representative or agent; 8) soliciting or accepting employment or engaging in meetings or negotiations to consider employment with a person who the employee regulates in their official duties without first giving notice to their supervisor, or 9) engaging in a substantial transaction for private business purposes with a person the employee inspects or supervises.

### **11.3 VEHICLE REGISTRATION AND PARKING**

All employees covered by this agreement shall be provided staff parking in existing parking areas provided, however, that each employee shall register any vehicle parked on campus in accordance with applicable regulations. The employer may charge a registration fee per vehicle and may assess fines for violations of motor vehicle and parking regulations, or order the removal of vehicles and withhold the amount of any unpaid fringes from wages. (20-25-312, M.C.A.)

### **11.4 EMPLOYMENT RECORDS**

Employees shall have the right to inspect or copy material in their official personnel file.

### **11.5 EDUCATIONAL LEAVE AND FEE WAIVERS**

All employees are encouraged to pursue self-improvement or self-enrichment courses of study. Employees may take any number of courses for which the employee is academically qualified, however each unit may impose limits on the number of courses eligible for a fee waiver.

#### **A. Time Off to Attend Class**

When a course which an employee desires to take is only offered during the employee's regular work schedule, the course may only be taken with the advance written approval of the supervisor. This approval may not be arbitrarily or capriciously withheld, but may be withheld if attendance would interfere with the employee's job performance or with the effective operation of the work unit. The time off may be taken as either vacation leave, leave without pay, or with the prior written consent of the supervisor, may be made up within the same working day.

#### **B. Tuition Waivers**

Any employee who has successfully completed the probationary period and who is regularly scheduled for at least three-quarter time (.75 FTE) during the entire period of enrollment, may be entitled to a tuition waiver in accordance with current campus policy. Application for this fee waiver must be made in advance in accordance with campus procedures. If an employee's FTE level is involuntarily reduced below .75 FTE or if an employee is laid off after the first day of enrollment, the waiver shall continue for that semester.

Permanent employees employed at least three-quarter time (0.75 FTE) time for five (5) or more consecutive years are eligible for a dependent tuition waiver benefit in accordance with Board of Regents policy 940.32. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one (1) dependent may utilize the dependent tuition waiver in an academic term. A dependent includes the

employee's spouse or adult dependent, as defined in the MUS Employee Benefits Plan, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 25.

The tuition waiver benefit for dependents shall be for 50 percent of the residential tuition. In no case may registration, course fees or any other mandatory or miscellaneous fees be waived. Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

### **C. Required Courses**

When a supervisor requires an employee to take a course to update his or her knowledge in a field directly related to the employee's assigned duties, all costs associated with the course shall be paid by the department, and the employee shall not be required to "make up" the time spent attending class. Each situation of this nature shall require the advance written approval of the supervisor.

### **11.6 TOOLS PROVIDED**

Except for items personalized by size or custom of usage the employer shall provide tools required for the performance within the scope of employment.

### **11.7 UNIFORMS**

The employer shall furnish uniforms as determined by the employer for employees covered by this contract.

### **11.8 RECEIPT OF GIFTS OR INTEREST IN CONTRACTS**

No employee shall solicit or accept any gift or consideration in return for a promise to hire, hiring, or continuing the employment of another (2-2-201, M.C.A.) or for any decision or action in the regular course of employment, and no employee shall have any interest in any contract made by them in their capacity as employee. (2-2-202, M.C.A.)

### **11.9 STAFF PARTICIPATION IN GOVERNANCE**

The employer shall not discontinue staff participation in governance and shall continue to grant nonacademic membership on committees when in the best interest of the institution or when the function of the committee is affected with nonacademic staff interests. Staff participation in governance shall not be regarded as an incursion into the area of exclusivity of

representation which is the right of the bargaining agent except as to those matters specifically negotiated in the collective bargaining agreement. Nothing in this section requires either the establishment or the continuation of committees or the concurrence with any recommendations thereof.

### **11.10 UNAUTHORIZED USE OF SERVICES, PROPERTY, OR FACILITIES**

No services, property, or facilities of the employer may be used by employees for other than official purposes incident to and in the course of their regular employment.

### **11.11 SAFETY OF WORKING CONDITIONS**

The employer shall furnish a place of employment which is safe for employees therein and shall furnish and use and require the use of such safety devices and safeguards, including epoxy safeguards, and shall adopt and use such practices or methods as are adequate to render the place of employment safe and shall do everything reasonably necessary to protect the life and safety of employees. (50-71-201, M.C.A.) No person shall remove, damage, or refuse to use any safety device or safeguard, or interfere in any way with the use thereof or of any practice or method adopted for protection of employees. (50-71-203, M.C.A.) Employees shall notify the supervisor of any safety hazards incident to their employment. (50-71-322, M.C.A.)

### **11.12 EMERGENCY USE OF HEALTH SERVICE**

Any employee shall be allowed to use the Health Service, if available at the unit, for emergency treatment. The Health Service will be allowed reasonable charges for such service which shall be billed to the employee.

### **11.13 PRESCRIPTION SAFETY GLASSES**

Prescription safety glasses will be furnished by the employer. The employer retains the authority to establish reasonable rules and procedures regarding frequency of issue, replacement of damaged glasses, limits on reimbursement costs and coordination with the employer's vision plan.

### **11.14 DIRECTIONS FROM FOREMAN ONLY**

When there are four (4) or more regular full-time painter positions (12 months) in a work unit, there will be a working painter foreman. If a foreman position has been established under this provision and there is a reduction in the number of full-time painter positions because of a layoff, the foreman's position shall not be discontinued. However, when the foreman resigns or retires, the employer shall not be under any obligation to hire a foreman.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **12.1 DEFINITION OF GRIEVANCE**

A grievance is any controversy between the parties to this agreement which pertains to (1) any matter involving interpretation of this agreement, and (2) any matter involving a violation of any of the provisions of this agreement.

### **12.2 TIME LIMIT ON PRESENTATION**

Any grievance must be presented to the bargaining agent within twenty (20) days of occurrence. Within ten (10) days of notification of the grievance, the bargaining agent shall present the grievance to the appropriate supervisor.

### **12.3 INFORMAL PROCEDURE**

Within five (5) working days of receipt of the grievance by the supervisor, the supervisor and the employee grievant shall discuss the grievance in an effort to informally resolve the grievance. If the grievance is not resolved informally, it may be presented in writing to the head of the department within five (5) days of the informal grievance discussion. The head of the department shall have ten (10) days from receipt of the grievance to respond in writing.

### **12.4 FORMAL PROCEDURE**

If the grievance is still unresolved, it may be presented in writing, within five (5) days from receipt of the department head's response, to the personnel office. The personnel office shall have ten (10) days from receipt of the grievance to respond in writing.

### **12.5 GRIEVANCE COMMITTEE**

If the grievance is not resolved by means of the formal procedure, the bargaining agent and the employer may agree to refer the grievance to a grievance committee for resolution prior to arbitration. A request to use a grievance committee may be initiated by the employer within ten (10) days from the bargaining agent's request to arbitrate or by the bargaining agent within ten (10) days from receipt of the step 2 decision of the personnel office. If the parties agree to the use of a grievance committee, the Commissioner of Higher Education shall appoint three (3) committee members and the bargaining agent shall appoint three (3) committee members. No employee of the unit from which the grievance originated may be selected by the employer or the bargaining agent to serve on the committee. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within five (5) days following the date the grievance was heard by the committee. Any decision concurred in by a majority of the members of the grievance committee is final and binding and may not be

appealed to arbitration. In the event the grievance committee is unable to arrive at a decision which is concurred in by a majority of committee members, the bargaining agent may submit the matter to arbitration by giving written notice of their intention to arbitrate to the Commissioner of Higher Education and the campus personnel office within five (5) days from the date the committee decision was due.

## **12.6 ARBITRATION**

### **A. Request for Arbitration**

In the event the grievance committee is unable to arrive at an agreement within the time specified, the bargaining agent and the grievant may submit the matter to arbitration by giving written notice of their intention to arbitrate to the campus personnel office with a copy to the Commissioner of Higher Education within ten (10) days from the date the committee decision was due. Upon the written request of the Commissioner or the bargaining agent, a fifteen (15) day postponement in the selection of an arbitrator shall be granted to allow the Commissioner a final opportunity to attempt to resolve the matter prior to arbitration. If no settlement is reached within the fifteen (15) days, the parties shall proceed to arbitration.

### **B. Selection of Arbitrator**

Upon a request for arbitration or upon the expiration of the fifteen (15) day extension granted the Commissioner, the parties shall attempt to mutually agree to an acceptable impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of names of seven (7) potential arbitrators from the northwest region. Each party shall alternatively strike names and the remaining name shall be the arbitrator.

### **C Authority of Arbitrator**

The decision of the arbitrator shall be final and binding except that no arbitrator shall have the authority to add to, subtract from, or modify the terms of this agreement.

### **D. Costs of Arbitration**

Each party shall be responsible for the fees and expenses of presenting its own case. The cost of the arbitrator shall be shared equally between the parties. If one of the parties wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay the cost of such transcript. If both parties want a transcript, the cost of said transcript will be borne equally by both parties.

## **12.7 RULES OF GRIEVANCE PROCESSING**

### **A. Timeframes**

Reference to days regarding time period in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. In computing any period of time prescribed herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedures. Any grievance which is not filed or advanced within the time limits provided for herein shall be invalid and without further recourse.

### **B. Exclusive Procedure**

The grievance/arbitration procedures established herein shall be the sole and exclusive method for resolving employee grievances.

### **C. Written Grievances**

Grievances presented in writing shall include all of the following:

1. a complete statement of the grievance and the facts upon which it is based;
2. the contractual provisions which have been allegedly violated and the remedy or correction requested; and
3. The signature of the aggrieved employee and union representative.

## **ARTICLE 13 – EFFECT OF ENTIRE AGREEMENT**

### **13.1 FINANCIAL AND LEGISLATIVE CONTINGENCIES**

In the event the University System budget request is appropriated by the legislature in the amount requested, this agreement shall remain in full force and effect. Should the appropriation be less than the request, this agreement may be opened for renegotiation by the employer as to any portion thereof the performance of which is contingent upon availability of financial resources.

### **13.2 SAVING CLAUSE**

Should any portion of this agreement be determined invalid or unenforceable by any court or other judicial or quasi-judicial body with authority to make such a determination, the rest of the agreement shall remain in full force and effect.

### **13.3 REFERENCE TO STATUTES**

Throughout this contract, benefits provided to all state employees by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that employees will receive benefits in accordance with current state statutes. If there is a conflict between statutes and the agreement, the statutory provision shall take precedence.

### **13.4 INTERIM AMENDMENT**

Each party hereby waives the right to insist that the other party bargain collectively during the life of this agreement with respect to any questions of wages, hours, fringe benefits or other conditions of employment except as provided for in Section 14.1 of this article. Changes to this agreement may be negotiated only upon mutual agreement of the parties to this agreement. Any agreed to changes shall be made effective upon any date agreed upon by both parties and shall expire upon the expiration of this agreement. In order for any changes to be effective, they must be set down in writing, and approved and signed by the bargaining agent and the Commissioner of Higher Education.

### **13.5 ENTIRE AGREEMENT**

It is mutually agreed that this agreement is the master agreement for all employees in the bargaining unit and that it constitutes the entire agreement between the parties on all bargainable matters. This agreement also terminates all prior contracts, agreements, and understandings, verbal or written or based on alleged past practices, with any employee(s) in the bargaining unit and concludes all collective bargaining negotiations on any item whether contained herein or not during its term.

## **ARTICLE 14 – CONTRACT TERM AND NEGOTIATION SCHEDULE**

### **14.1 CONTRACT TERM**


This contract shall be in full force and effect from July 1, 2011 to and including June 30, 2013, and shall be considered as renewed for a two year period thereafter unless either party to this agreement notifies the other party in writing, in accordance with the following negotiation schedule, of its desire to modify or terminate this agreement.

### **14.2 NEGOTIATION SCHEDULE**


Either party desiring to modify or terminate the agreement must notify the other in writing by March 30, 2013. Changes agreed upon shall be reduced to writing and signed by both parties.

DATED this 18 day of November, 2011.

FOR THE  
MONTANA UNIVERSITY SYSTEM:

  
\_\_\_\_\_  
Sheila M. Stearns  
Commissioner of Higher Education

FOR THE  
MAINTENANCE  
PAINTERS UNION:

  
\_\_\_\_\_  
Spokesperson

## ADDENDUM A – WAGES

### I. WAGE RATES

Effective October 1, 2011, members hired on or before September 30, 2011 shall receive a base wage increase of one (1) percent plus twenty-four cents (\$0.24) per hour.

Effective October 1, 2012, members hired on or before September 30, 2012 shall receive a base wage increase of two (2) percent plus twenty-four cents (\$0.24) per hour.

Effective October 1, 2011, the Foreman position shall be an additional eight (8) percent of the Journeyman Painter base wage.

It is understood and agreed between the parties to this agreement that wages for employees covered by this agreement shall be as follows:

	7/1/11	10/1/11	10/1/12
Journeyman Painter	19.37	19.80	20.44
Foreman	20.65	21.38	22.08
Painter Associate	14.06*	14.44*	14.97*

\*This is the minimum wage rate for newly hired painter associates. The employer has the discretion to pay a higher wage rate to painter associate employees based on their experience and ability. Painter associates may not be used to fill full-time, permanent vacancies and may not result in the displacement of any currently employed bargaining unit employee. Painter associates shall receive a minimum of 80% of the journeymen painter wages in their second year of employment, a minimum of 90% of the journeymen painter wages in their third year of employment and shall receive 100% of journeymen painter wages in their fourth year of employment. At The University of Montana-Missoula, the employer shall not be permitted to employ more than one (1) associate painter for each three (3) journeymen painters unless qualified journeymen painters are not available.

For the contract term ending June 30, 2013, if the Employer negotiates greater across-the-board pay raises with any other bargaining unit in the Montana University System, the parties agree to re-open the wage provisions of the contract for negotiations.

### II. SCOPE OF WORK

The jurisdiction of the bargaining unit shall consist of all painting, mixing of colors, decorating, texturing, wall covering, hardwood floor finishing, graining, varnishing, and enameling of all

classrooms, offices, and public areas, and all interiors and exteriors of buildings which require painting, and all preparatory work thereto. It shall also include drywall finishing and taping, floor covering, glazing, cleaning, and bleaching of surfaces with steam, sand blasting or other processes and all signs painted and maintained by the physical plant, and also the operation and care of all tools and equipment used by the painting craft. The jurisdiction shall also include parking lot striping.

### **III. CONTRACTING FOR SERVICES**

The right of the employer to contract out work performed by the bargaining unit is recognized. However, in the event that any such contracting out may affect the employment of members of the bargaining unit, the employer will notify the bargaining unit prior to finalizing any decision on the matter. The bargaining agent will be given an opportunity to submit to the employer any data, studies, and any other such material that is relevant.

## ADDENDUM B – STATUTES REFERENCED IN CONTRACT

- 2-18-611. Annual vacation leave.** (1) Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned must be credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed for a period of 6 calendar months.
- (2) Seasonal employees shall earn vacation credits. However, seasonal employees must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.
- (3) Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- (4) An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- (5) Temporary employees earn vacation leave credits, but may not use the credits until after working for 6 qualifying months.
- (6) A short-term worker, as defined in 2-18-101, may not earn vacation leave credits, and time worked as a short-term worker does not apply toward the person's rate of earning vacation leave credits.

**2-18-612. Rate earned.** (1) Vacation leave credits are earned at a yearly rate calculated in accordance with the following schedule, which applies to the total years of an employee's employment with any agency whether the employment is continuous or not:

Years of employment Working days credit

1 day through 10 years 15  
10 years through 15 years 18  
15 years through 20 years 21  
20 years on 24

- (2) (a) For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611 must be credited with 1 year of employment for each period of:
- (i) 2,080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period; or
- (ii) 12 calendar months in which he was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any one month. An employee of a school district, a school at a state institution, or the university system must be credited with 1 year of service if he is employed for an entire academic year.
- (b) State agencies, other than the university system and a school at a state institution, must use the method provided in subsection (2)(a)(i) to calculate years of service under this section.

**2-18-614. Military leave considered service.** A period of absence from employment with the state, county, or city occurring either during a war involving the United States or in any other national emergency and for 90 days thereafter for one of the following reasons is considered as service for the purpose of determining the number of years of employment used in calculating vacation leave credits under this section:

- (1) having been ordered on active duty with the armed forces of the United States;
- (2) voluntary service on active duty in the armed forces or on ships operated by or for the United States government; or
- (3) direct assignment to the United States department of defense for duties related to national defense efforts if a leave of absence has been granted by the employer.

**2-18-615. Absence because of illness not chargeable against vacation unless employee approves.** Absence from employment by reason of illness shall not be chargeable against unused vacation leave credits unless approved by the employee.

**2-18-616. Determination of vacation dates.** The dates when employees' annual vacation leaves shall be granted shall be determined by agreement between each employee and his employing agency with regard to the best interest of the state, any county or city thereof as well as the best interests of each employee.

**2-18-617. Accumulation of leave -- cash for unused -- transfer.** (1)(a) Except as provided in subsection (1)(b), annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess was accrued.

(b) It is the responsibility of the head of an employing agency to provide reasonable opportunity for an employee to use rather than forfeit accumulated vacation leave. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited under subsection (1)(a) and the employing agency denies the request, the excess vacation leave is not forfeited and the employing agency shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited under subsection (1)(a).

(2) An employee who terminates employment for a reason not reflecting discredit on the employee is entitled upon the date of termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period set forth in 2-18-611.

(3) However, if an employee transfers between agencies of the same jurisdiction, cash compensation may not be paid for unused vacation leave. In a transfer, the receiving agency assumes the liability for the accrued vacation credits transferred with the employee.

(4) This section does not prohibit a school district from providing cash compensation for unused vacation leave in lieu of the accumulation of the leave, either through a collective bargaining agreement or, in the absence of a collective bargaining agreement, through a policy.

**2-18-618. Sick leave.** (1) A permanent full-time employee earns sick leave credits from the first day of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) equals 1 year. Sick leave credits must be credited at the end of each pay period. Sick leave credits are 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.

(2) An employee may not accrue sick leave credits while in a leave-without-pay status.

(3) Permanent part-time employees are entitled to prorated leave benefits if they have worked the qualifying period.

(4) Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

(5) A short-term worker may not earn sick leave credits.

(6) An employee who terminates employment with the agency is entitled to a lump-sum payment equal to one-fourth of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave must be computed on the basis of the employee's salary or wage at the time the employee terminates his employment with the state, county, or city. Accrual of sick leave credits for calculating the lump-sum payment provided for in this subsection begins July 1, 1971. The payment is the responsibility of the agency in which the sick leave accrues. However, an employee does not forfeit any sick leave rights or benefits he had accrued prior to July 1, 1971. However, when an employee transfers between agencies within the same jurisdiction, the employee is not entitled to a lump-sum payment. In a transfer between agencies, the receiving agency shall assume the liability for the accrued sick leave credits earned after July 1, 1971, and transferred with the employee.

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

(8) Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.

(9) An employee may contribute any portion of the employee's accumulated sick leave to a nonrefundable sick leave fund for state employees and becomes eligible to draw upon the fund if an extensive illness or accident exhausts the employee's accumulated sick leave. The department of administration shall, in consultation with the state employee group benefits advisory council, provided for in 2-15-1016, administer the sick leave fund and adopt rules to implement this subsection.

(10) A local government may establish and administer through local rule a sick leave fund into which its employees may contribute a portion of their accumulated sick leave.

**2-18-619. Jury duty -- service as witness.** (1) Each employee who is under 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 to his employer any expense 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.

**2-18-620. Mandatory leave of absence for employees holding public office -- return**

**requirements.** (1) Employers of employees elected or appointed to a public office in the city, county, or state shall grant such employees leaves of absence, not to exceed 180 days per year, while they are performing public service. Employees of an employer who employs 10 or more persons must, upon complying with the requirements of subsection (2), be restored to their positions, with the same seniority, status, compensation, hours, locality, and benefits as existed immediately prior to their leaves of absence for public service under this section.

(2) Employees granted a leave shall make arrangements to return to work within 10 days following the completion of the service for which the leave was granted unless they are unable to do so because of illness or disabling injury certified to by a licensed physician.

(3) Any unemployment benefits paid to any person by application of this section shall not be charged against any employer under the unemployment insurance law.

**2-18-621. Unlawful termination.** It shall be unlawful for an employer to terminate or separate an employee from his employment in an attempt to circumvent the provisions of 2-18-611, 2-18-612, and 2-18-614. Should a question arise under this section, it shall be submitted to arbitration as provided in Title 27, chapter 5, as if an agreement described in 27-5-114 is in effect, unless there is a collective bargaining agreement to the contrary applicable.

**10-1-604. Leave of absence of public employees attending training camp or similar training program.** A state, city, town, 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.

**49-2-310. Maternity leave -- unlawful acts of employers.** It shall be 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.

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