

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TEAMSTERS UNION
LOCAL NO. 2

AND

MONTANA UNIVERSITY SYSTEM

JULY 1, 2011 THROUGH JUNE 30, 2013

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PREAMBLE

This Agreement is made and entered into between Montana University System with a unit at Bozeman, Montana, hereinafter referred to as the Employer, and the Teamsters Union, Local No.2, hereinafter referred to as the Union, and is for the purpose of mutually establishing the rights of the parties and the terms and conditions of employment of all of those employees covered by this Agreement, and the parties hereto mutually agree as follows:

ARTICLE 1. SAVING CLAUSE

If any provision of this Agreement or the application of such provision shall in any court or by other governmental action is held invalid, the remaining provisions and their application shall not be affected.

ARTICLE 2. WORK STOPPAGES

There shall be no strikes, slowdowns, or other work stoppages on the part of the Union, and there shall be no lockouts by the Employer during the term of this Agreement unless the Employer refuses to implement an arbitration award or if the Legislature denies funds for agreements resulting from pre-budgetary negotiations.

ARTICLE 3. NONDISCRIMINATION

Section A. The Employer and the Union agree that they will work cooperatively to assure that all employees have equal employment opportunities.

Section B. The Union and the Employer agree that they will not refuse employment to any person or bar such person from employment, or discriminate against such person in compensation or in a term, condition or privilege of employment because of such person's political beliefs, race, religion, color or national origin, or because of age, physical or mental disabilities or sex when the reasonable demands of the position do not require an age, physical or mental disability or sex distinction.

Section C. The Employer will not discriminate against any employee or applicant for employment because he/she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified.

The Employer will take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status.

ARTICLE 4. RIGHTS OF THE UNION

Section A. Representation and Unit Definition

1. Recognition

The Employer recognizes the Union as the sole and exclusive representative of those employees in job titles within the bargaining unit for purposes of bargaining with the Employer regarding terms and conditions of employment and representing the interests of those employees consistent with the terms of this agreement. Job titles mutually agreed to be within the bargaining unit are listed in Addendum "B-1" and "B-2".

2. Excluded Employees

Students who regularly register for credit in timely pursuit of a degree and who neither intend to become nor are regarded as permanent employees of the unit shall be excluded from the provisions of this agreement, it being mutually understood that such students employed by the unit shall not cause impairment or reduction of hours or discontinuance of full-time employment of any permanent employee or of any permanent part-time employee.

Any person who regularly registers for credit in timely pursuit of a degree shall be regarded as a student during the summer when not registered as well as during those regular quarters during which registered so long as the student remains academically qualified to register and has not withdrawn from student status. To assure compliance with compensation maximums and other requirements incident to federal programs, student employees shall be compensated consistent with the compensation schedule administered by the Financial Aid Office and shall not be hired into any position which would result in the displacement of any regular, nonstudent employee.

A student may be regarded as a "student employee" only so long as the employment of the student is "temporary," as opposed to "permanent." Any student who is employed in a "permanent" position shall be regarded as an employee rather than as a student regardless of the number of courses or credits for which registered.

A permanent employee is one who has successfully completed the probationary period and who holds a permanent position.

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 and in no event to exceed a period of six months.

Temporary or irregularly-scheduled employees shall be excluded from this agreement so long as they are not used to deprive regular employees of work time. All regular employees must be working before temporary or irregularly-scheduled employees are used. Supervisory staff may, at the discretion of the Employer, fill any position provided they do not permanently replace or displace a full-time employee. It is further agreed that such supervisory or temporary employment will not result in any reduction in the number of persons employed in the bargaining unit or in the number of regular hours of employment of any employee in the bargaining unit. The Employer will notify the bargaining agent sufficiently in advance of planned permanent reorganizations or changes in procedures that will decrease the number of permanent classified employees in the unit, in order to allow prior comment from the Union.

Temporary employees are excluded from the bargaining unit except that temporary employees who work in classifications covered by this agreement an average of 20 hours or more a week in excess of three consecutive months shall be included in the bargaining unit.

Part-time employees who are scheduled for less than an average of 20 hours per week are excluded from the bargaining unit.

If any alleged abuse arises regarding the implementation of Section A.2., Excluded Employees of Article 4, resolution will be sought between the appropriate business agent and the campus contract administrator.

Section B. Union Security

1. Payment of Dues or an Equivalent Contribution

a. Condition of Continued Employment:

All present employees covered by this Agreement who do not make application for membership in the Union within 30 calendar days of the effective date of the agreement shall, as a condition of employment, pay to the Union an amount equal to the initiation fee and monthly Union dues as a contribution toward the administration of this agreement. New employees shall be allowed 30 calendar days after employment in which to comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the Employer within seven calendar days after receipt of written notice from the Union.

b. Dues Checkoff:

The Employer agrees, upon receipt of written authority from the employee, to deduct from the pay of the employee an initiation fee in lieu of dues as certified by the treasurer of the exclusive representative and shall deliver such sums to the exclusive representative.

The amounts to be deducted shall be certified to the Employer by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the treasurer ten days after payday. The bargaining agent will indemnify and hold the Employer harmless against any and all liability which arises from the operation of this article.

2. Appointment of Shop Steward of Union

The Union shall have the right to appoint an employee representative in designated departments who shall be recognized by the Employer as having authority to report irregularities in interpretation or application of this agreement to the Union and to assist the staff of the Union in the adjustment of grievances. Said representative shall not be discriminated against for discharging duties assigned by the Union, it being understood that performance of such duties shall not materially interfere with performance of the employee's normal duties.

3. Upholding Union Principles

No employee shall be discharged or discriminated against for upholding Union principles that constitute protected activity under the Collective Bargaining Act. No member working under the instructions of the Union or who serves on a committee shall be discontinued from employment or be discriminated against for that reason.

4. Representation by Union

Employees covered by this agreement shall have the right to have a Union representative or shop steward of their choice, if available, present when disciplinary action is contemplated or when an employee may be discharged. It shall be the responsibility of the employee to insure that the Union representative is notified and is present at any such discussion.

5. Rights to Notice and Communication

a. Bargaining Unit List:

The Employer shall furnish the bargaining agent with a monthly list of the names of newly-hired and terminated employees. Seniority lists posted or distributed shall not include employees' home phone numbers.

b. Seniority List:

Upon request, each campus shall make a seniority list available to the bargaining agent and employees.

c. Visiting Work Areas:

The authorized representative of the Union shall have access to the job during 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. Authorized representatives shall attempt not to disrupt work in progress.

d. Bulletin Boards:

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

e. Policy Manual:

The bargaining agent shall be furnished, upon request, a current copy of any official policy of the Employer relating to the terms or conditions of employment of employees in the bargaining unit.

f. Meeting Rooms:

When available and upon receipt of adequate notice and request, the Employer shall provide meeting room space for Union meetings with Union personnel.

g. Copies of Contract:

Upon final ratification and approval of this agreement, the Employer shall prepare and make available to the Union a copy thereof for each member of the Union.

Unless work assignments require otherwise, the Employer shall grant reasonable leaves of absence with pay to employees who are members of regularly-constituted committees or officers of the Union when such time is compensated from the bargaining pool.

The bargaining pool shall be established by each employee having the right to donate up to eight hours annually of his/her annual leave time to a reserve fund for the purpose of allowing certain employees time off with pay for performance of their duties as committee members or officers. It is the responsibility of each employee to accurately record bargaining pool leave on their time card. A list of members of regularly-constituted committees and/or officers of the local Unions shall be supplied to the campus personnel office by the Union. If this bargaining pool leave costs the Employer time and a half wages, the bargaining pool will be deducted at a 1-1/2 rate.

ARTICLE 5. MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer, if not in conflict with 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, not in conflict with the terms of this agreement;
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.

ARTICLE 6. VACANCIES AND PROMOTION

Section 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 to afford all eligible employees an equal opportunity to make application. Upon request to the personnel office, employees shall be given a copy of the EEO recruitment procedures.

The Employer shall either post a notice of any vacancy for a minimum of five consecutive working days or in the alternative give each eligible employee a copy of the vacancy notice. Qualifications and ability of applicants being equal, the applicant having the greatest seniority shall prevail.

Section B. Prior to Change of Position

No employee may be changed to a new or different position or classification unless: selected by means of an approved recruitment, or reclassified consistent with the procedures of the statewide classification system.

Section C. 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.

Section D. Promotion Rights

It is understood and agreed that seniority in promotions shall apply to departments as follows: Residence Life/food service employees; Residence Life/custodians; Strand Union/food service employees; and Facilities Services/maintenance employees and seniority shall not be transferable between departments except as follows.

1. When a job vacancy occurs in one of the above departments, employees in that department where the vacancy occurs may apply for a promotion on the basis of seniority and qualifications.

2. In the event vacancies are not filled through the procedure above, employees in the other departments are encouraged to apply. If an employee accepts a position in another department, he/she shall retain their seniority for determining all benefits.
3. It is understood that when an employee changes to another department, he/she will be put on the bottom of the seniority list of that department.

ARTICLE 7. TERMS AND CONDITIONS OF EMPLOYMENT

Section A. Probationary Periods

The first three months of employment of any employee hired into a permanent position shall be a period of probation. The probationary period may be extended an additional three months with written notice to the employee and the bargaining agent. Upon request the bargaining agent shall be granted an opportunity to discuss the extension.

Probationary employees may be discharged any time during the probationary period without a showing of cause and without recourse to the grievance procedure.

Probationary employees do not have seniority, however, after completing the probationary period in a permanent position seniority shall relate back to date of hire.

Section B. Seniority

1. Seniority Defined

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. An employee's seniority shall be broken only by termination of employment, retirement, discharge for just cause, a layoff which exceeds nine calendar months, or a temporary transfer or temporary promotion out of the bargaining unit which exceeds nine calendar months. Employees who are laid off and request payment of unused sick leave and/or withdrawal of PERS contributions shall be considered as having terminated employment. Seniority is not transferable between Unions.

2. Seniority Rights

Layoffs caused by reduction in force shall be in order of seniority within a classification and grade. The employee last hired within a classification and grade shall be the first released. Employees who are scheduled to be released shall be given at least ten working days' notice. Because of unusually severe economic circumstances, and only for Fiscal Years 2012 and 2013, the Employer agrees to provide an exception to the ten-day notice and will provide at least twenty working days' notice in FY 2012 and 2013. All recalls to employment shall be likewise in order of seniority within a classification and grade; that is, the last employee released within a classification and grade as a result of reduction in force shall be the first rehired when the Employer needs additional employees. The Employer shall notify such employees to return to work and furnish the Union a copy of such notifications, and if the employee fails to notify the Employer within ten calendar days of his/her intention to return to work, such employee shall be considered as having forfeited his/her right to reemployment.

3. Food Service Workers

Food service workers that are temporarily laid off during the summer shall be entitled to work on custodial crews ahead of temporary or students provided the food service worker is qualified to perform the work required. Summer custodial crew vacancies may be filled first with food service workers from residence life university food service operations, and second with food service workers from university food service retail operations.

The Employee shall notify the Employer eight (8) weeks prior to the end of spring semester of his/her intent to fill a position for summer employment. The Employer shall notify the Employee within four (4) weeks prior to the end of spring semester if there is a position for summer work.

Section C. Outside Employment

An employee may engage in outside employment which does not interfere with the employee's performance of the employment covered by this contract or which does not involve use of the Employer's property, facilities, authority or name.

Section D. Vehicle Registration and Parking

All employees covered by this agreement shall be provided staff parking in existing parking lots in the vicinity of their place of work, provided however, that each employee shall register his/her vehicle in accordance with applicable university regulations. The Employer shall work through the existing parking authority to try to improve the availability of adequate parking spaces. Any employee within the bargaining unit shall have the right to appear before the existing parking authority and suggest or propose parking improvements.

Section E. Employment Records

Any employee shall be entitled, upon request, to see any of his/her official employee file.

Section F. Educational Leave and Fee Waivers

All employees are encouraged to pursue self-improvement or self-enrichment courses of study. Any employee may take any number of courses for which the employee is academically qualified.

1. 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.

2. Fee 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 waiver of all fees except registration and building fees in accordance with the individual unit's current policy. Application for this fee waiver must be made in advance in accordance with the procedures published by the Registrar.

3. 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.

Section G. Ethical Conduct

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, Mont. Code Ann., includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators. Employees may also be subject to discipline including termination 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 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.

Section H. 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 Union 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.

Section I. Meal Periods and Free Meals

No employee shall be scheduled to work more than four hours per shift without being allowed a meal period, except in the case of extenuating circumstances. Any position which affords a one-half-hour meal period during which free meals have previously been made available and during which the employee has previously been required to remain on the premises shall continue to have free meals as a condition of employment in that position. No meal period shall be for less than one-half hour.

Section J. 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, 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. 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. Employees shall notify the supervisor of any safety hazards incident to their employment.

Section K. Contracting for Services

It is the intent of the parties to preserve the work and job opportunities of the employees covered by this agreement. The Employer will make every reasonable effort to retain employees covered herein, and will disclose to the Union any subcontracting arrangements for services which might affect the employees normally subject to the terms of this agreement. The Employer agrees that

in executing contracts for the subcontracting of services which will affect employees covered herein, that the Employer will require any such subcontractor, as a term of its contract, to offer employment to any employee covered by this agreement who is displaced by such subcontract for services. The parties understand and agree that decisions regarding the subcontracting out of work by the Employer are within the Employer's management prerogatives.

Section L. 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.

Section M. Limitation on Work Assignments

In the absence of any employee, the regular work assignment of the absent employee may be reasonably divided among any of the employees present, but no single employee may be required to perform all or an unreasonable portion of the work of the absent employee in addition to his/her own work assignments.

ARTICLE 8. EMPLOYEE BENEFITS

Section A. Leaves of Absence With Pay

1. Vacation Leave

a. Rate of Accrual:

Employees shall be eligible for annual vacation leave in accordance with state statute, a copy of which is attached in Addendum C. Each full-time employee shall earn annual vacation leave credits from the first full pay period of enrollment.

Employees working less than full-time shall earn proportionate annual vacation leave credits. Persons regularly employed nine or more months each year, but whose continuous employment is interrupted by the seasonal nature of the position, shall earn vacation credits.

b. Seniority Rights:

Seniority will apply in determining an employee's vacation provided granting vacation preference does not adversely affect the Employer's operation. Vacation requests, other than summer vacation requests, will be approved or rejected within ten working days of the request.

2. Sick Leave

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

a. Definition:

Sick leave is a necessary absence from duty caused when an employee has suffered illness, injury, pregnancy or pregnancy-related illness, exposure to contagious disease that requires quarantine, or the necessary absence from duty to receive a medical or dental examination or treatment.

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 emergency. Sick leave benefits should be carefully guarded and not dissipated or abused.

c. Reporting:

An employee on sick leave shall inform the supervisor of the fact as soon as possible.

d. Charges in Excess of Credits:

Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or leave without pay at the employee's option.

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, providing the requirement is uniformly applied.

f. Medical Appointments:

Medical appointments may be charged to sick leave, provided the minimum time charged is not less than one-half hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.

g. Pregnancy or Illness:

Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

h. Holidays Not Charged:

Any holidays that fall during a period that an employee is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

i. 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.

j. 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.

k. Alternative Assignment:

In the event that an employee becomes incapable of performing the duties of his/her regular classification through occupational illness or industrial accident, the Employer may transfer the employee without loss of pay to a position for which he/she is qualified provided the change can be accomplished without displacing another employee.

l. Workers' Compensation Not Charged:

Workers' Compensation payments are for the purpose of offsetting the loss of income suffered by an employee who is injured on the job. An employee who is injured on the job has the option of taking either sick leave or Workers' Compensation payments.

3. Emergency Leave

a. Definition:

Emergency leave is defined as 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.

b. Charges to Sick Leave:

Emergency leave shall be charged against an employee's sick leave credits.

c. Immediate Family Defined:

The employee's immediate family shall consist of: spouse, parents, grandparents, brothers, sisters, children, grandchildren, household dependents, and the same relatives of the employee's spouse in like degree. For a two-year trial period during the term of this Agreement, expiring June 30, 2013 (unless the parties mutually

agree to renew this temporary language), the employee's immediate family shall also include aunts and uncles.

4. Jury Duty or Subpoena

Any employee summoned as a juror or subpoenaed as a witness shall be granted leave in accordance with § 2-18-619, Mont. Code Ann.

5. Military Training Leave

Military training leave shall be granted in accordance with § 10-1-604, Mont. Code Ann.

Section B. Leave of Absence Without Pay

1. Discretionary Leave

Any employee desiring leave of absence without pay shall secure approval from the Employer. Approval of any leave without pay for five or more days shall be obtained in writing from the supervisor. The maximum leave of absence shall not exceed six months and may be extended at the discretion of the Employer, total not to exceed one 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.

2. 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 § 2-18-620, Mont. Code Ann.

3. Union 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 Union." "Duly authorized representatives" means members of regularly-constituted committees and/or officers of the Union and a list of such

representatives will be supplied to the personnel director or other appropriate official by the Union.

4. Maternity Leave

Employees shall be eligible for maternity leave in accordance with § 49-2-310, Mont. Code Ann.

5. Effect of Leave Without Pay

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 15 days, the Employer's contribution to medical insurance may be 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 leaves without pay in excess of 30 consecutive days unless the leave is because the employee was called to active military service.

Section C. Holidays

1. 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 - Even numbered years

2. Holiday Exchanges

The Friday following Thanksgiving may be designated as a holiday for all Montana University System employees in exchange for Columbus Day. No bargaining unit employee shall lose a holiday because of the implementation of this provision.

3. Additional Day Off

Any full-time employee, who is scheduled for a day off on 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, Mont. Code Ann.).

4. Part-Time--Prorated

Part-time employees shall receive pro-rated holiday pay.

5. Last Day Rule

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, Mont. Code Ann.). 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.

6. Holidays Not Charged

Any holidays that fall during a period that an employee is on vacation leave will be charged as a holiday and not taken off accumulated vacation leave.

7. Holiday Layoff

Employees temporarily laid off due to the semester break in December and January shall be entitled to pay for the holidays of Christmas and New Year's Day. Any employee laid off or terminated five calendar days or less prior to any above-mentioned holidays shall receive pay for that holiday.

8. Holiday Pay

Pay for all time worked on holidays shall be paid at time and one-half for all time worked in addition to regular holiday pay.

In the alternative, an employee who works on a holiday may receive his/her regular rate of pay for the holiday and accumulate compensatory time at the rate of one and one-half hours for each hour worked on a holiday in accordance with Article 8, Section C.

Holidays, are paid for the actual holiday and not the observed day.

Section D. Rest Periods

Full-time employees shall be allowed a 15-minute rest break in both the first and second half of each scheduled shift. Part-time employees shall be allowed a 15-minute rest break within each four consecutive-hour work period. 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.

Section E. Retirement

Retirement shall be governed by applicable state and federal statutes.

Section F. Protective Clothing or Uniforms

If any employee is required to wear a uniform, protective clothing or any type of protective device, the Employer shall furnish said items. The selection of the type and determination of the number as well as the means of maintenance of said items to be provided by the Employer shall be the prerogative of the Employer.

Section G. Tools Provided

Except for items personalized by size or custom of usage (e.g., tack or livery) the Employer shall provide tools required for the performance of duties within the scope of employment.

Section H. Insurance Coverage

Group Insurance

The Employer contribution to health insurance for eligible employees shall be in accordance with state statute. All permanent half-time or more employees who regularly work more than six months in any 12-month period are eligible for coverage under the Montana University System Group Health Insurance Program. The Employer will continue to make insurance contributions on behalf of employees for up to four months while an employee is on a Workers' Compensation leave of absence.

Section I. Dependent Partial Tuition Waiver

1. Eligibility

Permanent employees must be employed at least three-quarter time for five or more consecutive years before being eligible for a dependent tuition waiver benefit. Employees who utilize the faculty and staff tuition waiver are not eligible for a dependent tuition waiver during the same academic term. Only one 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. This benefit shall apply to employees included in a bargaining unit only after it has been incorporated in a ratified collective bargaining agreement.

2. Tuition Waiver Benefit

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.

ARTICLE 9. TRAVEL

Employees traveling on official state business shall be reimbursed for reasonable and necessary expenses thereby incurred consistent with the provisions of §§ 2-18-501, 2-18-502, and 2-18-503, Mont. Code Ann. Approval by the appropriate supervisor is required prior to any travel on official state business.

ARTICLE 10. GRIEVANCE PROCEDURE

Section A. 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. The Employer agrees that the Union may pursue all complaints through the appropriate channels.

Section B. Time Limit on Presentation

Any grievance must be presented to the Union within 20 days of occurrence. Within ten days of notification of the grievance, the Union shall present the grievance to the appropriate supervisor. Any grievance which is not filed within these time limits shall be invalid and without further recourse.

Section C. Informal Procedure

Within five days of receipt of the grievance by the supervisor, the supervisor and the employee grievant shall discuss the grievance in an effort to resolve the grievance. If the grievance is not resolved informally,

it may be presented in writing to the head of the department within five days of the informal grievance discussion. The head of the department shall have ten days from receipt of the grievance to respond in writing.

Section D. Formal Procedure

If the grievance is still unresolved, it may be presented in writing, within five days from receipt of the department head's response, to the Director, Personnel Services. The Director, Personnel Services, shall have ten days from receipt of the grievance to respond in writing.

Section E. Grievance Committee

If a grievance is not resolved at prior steps, the bargaining agent may, within ten days from receipt of the Director, Personnel Services' response, submit a written request to the Commissioner of Higher Education to have the grievance heard by a grievance committee.

Upon receipt of such request the Commissioner of Higher Education shall appoint a committee comprised of two members selected by management and two members selected by the Union to hear the grievance. No employee of the unit from which the grievance originated may be selected by management or the Union to serve on the committee. Committee members should have prior experience dealing with employee grievances. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within ten days of the hearing. 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.

Section F. Arbitration

1. Request for Arbitration

If the grievance committee is unable to arrive at a decision which is concurred in by a majority of committee members within the time specified, the bargaining agent and the employee grievant may notify the Commissioner of Higher Education and the campus personnel office of their desire to take the grievance to arbitration within ten days from the date the committee decision was due. Upon receipt of the request to arbitrate, the parties will initiate procedures to select an impartial arbitrator.

In the alternative, the Commissioner of Higher Education may request an additional 15 days prior to the selection of the arbitrator to allow the Commissioner an opportunity to attempt to resolve the grievance prior to arbitration. If no settlement is reached within the 15 days, the parties shall proceed to arbitration.

2. Selection of Arbitrator

Upon receipt of the request to arbitrate the parties shall attempt to mutually agree on an acceptable 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 seven potential arbitrators. Each party shall alternatively strike names and the remaining name shall be the arbitrator.

Section G. 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.

Section H. 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 arbitrator proceedings, the party requesting the transcript shall pay the cost of such transcript.

Section I. Timeframes

Reference to days regarding time periods 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.

Section J. Written Grievances

Grievances presented in writing shall include a complete statement of the grievance and the facts upon which it is based, the contractual provisions which have been allegedly violated and the remedy or correction requested.

ARTICLE 11. DISCONTINUANCE OF EMPLOYMENT

DISCHARGE OR SUSPENSION

The Employer shall neither discharge nor suspend any permanent employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the local Union affected, except that no warning notice need be given to the employee before he/she is discharged, if the cause of such discharge is dishonesty, gross misconduct, or endangering the health or safety of other persons. Probationary employees may not be terminated for illegal or discriminatory reasons.

The Employer after having discharged any employee under the terms of this agreement shall furnish to said employee and to the Union in writing a full, succinct, and complete statement of the reasons for the discharge.

Section A. Notice

Employees have the right to have a warning letter removed from their personnel file if after a reasonable period of time the reason for the warning letter has been corrected. The first warning letter that an employee receives will not remain in the personnel file for longer than one year unless there are repeated offenses or insufficient progress. Warning letters may be removed earlier than one year by agreement of the Human Resources Director and the bargaining agent. If the first warning letter is to remain in the file for longer than six months, the employee will be provided an interim written progress report by the supervisor within six months from the issuance of the warning letter. Warning letters which are applicable to pending legal or quasi-legal proceedings may be retained in a separate file. Upon conclusion of the legal or quasi-legal proceeding, the warning letter shall be destroyed. The bargaining agent shall receive a copy of all warning letters. Warning letters are subject to the grievance procedure.

Section B. Appeal

Appeal from discharge, suspension, or warning notice must be taken within ten working days by written notice to the Director, Personnel Services.

ARTICLE 12. JURISDICTIONAL DISPUTES

If a jurisdictional dispute with any craft arises, it shall first be submitted to local Business Agents for settlement and then, if no understanding of the Agreement is reached within forty-eight (48) hours, it will be referred in writing to the International Unions involved for settlement. It is agreed that there shall be no stoppage or abandonment of work in regard to any jurisdictional dispute. Existing international jurisdictional agreements shall be respected by parties to this Agreement.

ARTICLE 13. COMPENSATION

Section A. Wages

Compensation of staff shall be consistent with the Montana University System Staff Compensation Plan.

Section B. Overtime

1. All work performed in excess of eight (8) hours in any one day or in any one work period where a continuous eight (8)-hour rest period has not been provided or in excess of 40 hours in any one week shall constitute overtime. Overtime hours worked shall be compensated for at one and one-half times the straight-time hourly rate of pay. A 24-hour notice is to be given to any employee prior to a change in the normal work shift. If less than 24 hours' notice is given, the first shift of the new work schedule will be paid at one and one-half times the straight-time hourly rate of pay.
2. Employees shall not be required to suspend work during regularly scheduled hours to absorb overtime.
3. Overtime shall be paid in half-hour increments, for example:
 - 1 to 30 minutes = 1/2 hour
 - 31 to 60 minutes = 1 hour

4. In order to constitute overtime for which an hourly employee is entitled to be paid, the employee must have obtained the approval of the supervisor either prior or subsequent to working the additional time.
5. For purposes of computing the eight (8)-hour day or the 40-hour week to determine entity to overtime pay, all sick leave, vacation leave and holidays shall count as time worked to be added to other hours worked.

Section C. Compensatory Time Option for Nonexempt Employees

Upon agreement of the Employer and the employee, a nonexempt employee may receive compensatory time in lieu of overtime in accordance with the provisions of the Fair Labor Standards Act.

1. Accrual Rate

Compensatory time for nonexempt employees will accrue at the rate of one and one-half hours for each one hour of overtime worked.

2. Maximum Accumulation

The maximum amount of time which may be accumulated is 160 hours of overtime worked or 240 hours of compensatory time.

3. Use of Compensatory Time

An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time.

4. Payment on Termination

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 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.

Section D. Call Outs

Any call back to work in excess of an eight-hour day or a 40-hour week shall be paid at the rate of time and one-half the employee's regular rate of pay for a minimum of two hours. When the Employer determines it is necessary to call out a bargaining unit custodian, the call out will be offered on a rotating and seniority basis as long as the employee has indicated an advance interest in call outs and is qualified and available.

Section E. Longevity Increment

Longevity Pay

In addition to the base rate of pay, employees will receive longevity increments according to state statutes (see following table).

Increment	0	1	2	3	4	5	6	7	8
Years	0	5	10	15	20	25	30	35	40
Longevity Rate of Base Pay	0	1.5%	3.5%	5.5%	7.5%	9.0%	10.5%	12.0%	13.5%

Section F. Work Day/Work Week

1. Work Day

The basic straight-time work day shall be eight (8) consecutive hours, exclusive of lunch period for all employees.

2. Work Week

Except as otherwise provided by an addendum hereto, the basic straight-time work week shall consist of 40 hours to be worked in five (5) consecutive days within the calendar week, Sunday through Saturday.

Section G. Show Up

Regular employees reporting for work shall be guaranteed four (4) hours of pay or four (4) hours of work. If the employee works over four (4) hours, the guarantee shall be six (6) hours' pay or

six (6) hours' work, and if the employee works over six (6) hours, the guarantee shall be eight (8) hours' pay or eight (8) hours' work.

Section H. Assignment to Higher Classification

Employees may be assigned to perform all or a portion of the duties and responsibilities of a higher graded position. An employee so assigned shall be notified in writing at the beginning of the temporary promotion of the wage rate to be received during the temporary promotion. If the employee is assigned all of the duties and responsibilities of the higher graded position, the employee will receive a wage rate at the same grade as the employee relieved. If the employee receiving the temporary promotion is not assigned all of the duties and responsibilities of the higher graded position, the employee shall receive a wage rate of a grade which is commensurate with the duties performed consistent with the classification and pay plan. When an employee is assigned the duties and responsibilities of the higher graded position for eight (8) or more consecutive hours the employee will receive the higher wage. The employee will return to his or her former position and salary at the end of the temporary promotion.

Section I. Temporary Assignments

A supervisor may temporarily assign an employee to work outside their normal work area or classification and provided such assignment does not displace another regular employee. An employee's salary shall not be modified when performing such work.

Section J. Wage Statement

The Employer shall furnish to each employee on pay days a wage statement showing the period of time covered, name of employee, straight-time and overtime hours worked, total of wages paid and itemized deductions made therefrom. A similar statement will be given to the employee upon termination of employment. The Employer shall also include in the wage statement the amount of leave the employee has accrued, as soon as the Employer is able to implement such a system.

ARTICLE 14. CONTRACT TERM AND LEGISLATIVE CONTINGENCIES

Section A. Contract Term

This contract shall be in full force and effect from the date of July 1, 2011, to and including June 30, 2013, and shall be considered as renewed from year to year thereafter unless either party to this agreement notifies the other party, in writing, by March 30, 2013, of their desire to modify or terminate this Agreement.

Section B. 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. Should the Legislature alter or amend a statutory provision contained in this Agreement, the Agreement may be opened for renegotiation by either party as to those clauses of the Agreement affected by the legislative action.

ARTICLE 15. 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. No employee under the jurisdiction of the Union, prior to the date of this contract who is receiving more than the rate of wages designated in this schedule, shall suffer reduction in the wage rate or conditions of employment because of the adoption of this Agreement.

ADDENDUM "A"

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.

For all job classifications with a minimum hiring rate of less than \$10.00 per hour, the minimum hiring rate shall increase to \$10.00 per hour effective October 1, 2011.

After the October 1, 2011 base pay increase is applied, all members whose base hourly rate is less than \$10.00 shall be increased to \$10.00 per hour effective October 1, 2011.

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.

Effective July 1, 2005, any maintenance worker who has been assigned the responsibility of asbestos abatement and microbial remediation and who obtains and maintains required training and certification shall receive a fifty cent (\$.50) per hour salary differential for the duration of the assignment.

Newly-hired employees will be paid according to the Montana University System Staff Compensation Plan entry rates of pay, effective October 1, 2005.

ADDENDUM “B – 1”

Teamsters Union Local #2

at

Montana State University-Bozeman/Facilities Services

ARTICLE 1. WORK DAY - WORK WEEK

Section A. Work Day

The basic straight-time work day shall be eight (8) hours, exclusive of lunch period for all employees.

Section B. Work Week

Except for custodians and as otherwise provided by any addendum hereto, the basic work week shall consist of 40 hours to be worked within a seven-day period.

ARTICLE 2. CLASSIFICATIONS AND GRADES

The bargaining unit shall include the following job titles within Facilities Services of Montana State University-Bozeman, except when a position is included in the Laborer's bargaining unit.

All job titles may not be filled at all times.

Equipment Operation I, II

Maintenance Worker I, II

Warehouse Worker I, II

Warehouse Foreman

ARTICLE 3. PENSION PLAN

A majority of employees employed in positions covered herein, as listed under Article 2, have elected to participate in the Western Conference of Teamsters Pension Trust Fund. It is understood and agreed on the part of the Employer, Union and employees that all Employer contributions shall be in lieu of wages and shall be based on a contribution rate of one dollar (\$1.00) per hour for all compensable hours worked. Contributions on behalf of each employee as provided herein above shall be remitted on a monthly basis by the Employer no later than the

20th day of each month and shall be based upon the previous month's compensable hours to the Western Conference of Teamsters Pension Trust Fund. Pursuant to state law, no such wages will be deferred to pension contributions as provided herein without each individual employee executing proper authorization to do so; provided, however, the parties recognize that in compliance with the provisions of the Western Conference of Teamsters Pension Trust Fund selective employee participation is prohibited. Participation in the Western Conference of Teamsters Pension Trust Fund is therefore a condition of employment for all bargaining unit employees covered by Addendum B-1 until such time that a majority of such employees elect to discontinue participating in the fund. The language contained in Article 4, Section 2, Excluded Employees, that excludes part-time and temporary employees from the bargaining unit does not apply for purposes of the pension plan provisions for those employees employed in the classifications listed in Addendum B-1 of the labor agreement. Such part-time and temporary employees are required to participate in the Western Conference of Teamsters Pension Trust Fund irrespective of the number of hours or days employed but are not covered by any other provision of the collective bargaining agreement.

ARTICLE 4. GUARANTEE

Regular employees who have not absented themselves and whose work is performed on an hourly basis shall receive 40 hours of work or pay equivalent to 40 hours of work, at the applicable basic hourly rate per non-holiday calendar week. During the holiday weeks, that is the weeks in which any of the holidays specified in Article 8 occur, the guarantee shall be 32 hours.

ADDENDUM “B – 2”

Teamsters Union Local #2

at

Montana State University-Bozeman/Residence Life

And University Food Service

ARTICLE 1. SENIORITY

Section A.

Seniority as described in Article 7, Section B of the Basic Agreement shall apply to the employees covered by this Supplemental Agreement with the following conditions.

Section B.

A seniority list shall be prepared for residence halls housekeepers and residence halls food service employees and the student Union. Seniority rights shall not be interchangeable among these separate areas. However, in the event of a layoff and in the event residence halls housekeepers or residence halls food service seniority lists are exhausted, the Employer shall select, for layoff recall procedures, available employees, if qualified, from the unexhausted list according to seniority.

ARTICLE 2. WORK DAY - WORK WEEK

Section A. Work Day

The basic straight-time work day shall be eight (8) hours, exclusive of lunch period for all employees.

Section B. Work Week

Except for custodians and as otherwise provided by any addendum hereto, the basic work week shall consist of 40 hours to be worked within a seven-day period.

Section C.

When it is mutually agreeable between the Employer, the bargaining agent, and the affected employee(s) to create an alternate work week schedule of ten (10) hours per day, four (4) days per week, only those hours in excess of ten (10) hours per day, or 40 hours per week shall be considered overtime and paid at one and one-half (1-1/2) times the normal rate.

ARTICLE 3. CLASSIFICATIONS AND GRADES

Section A.

The bargaining unit shall include the following job titles within Residence Life and University Food Service of Montana State University-Bozeman, except when a position is included in the Laborer's bargaining unit. All job titles may not be filled at all times.

- Cook I, II, III
- Baker I, II
- Cashier I, II
- Culinary Associate I, II
- Culinary Services Supervisor I, II
- Culinary Services Manager I
- Storekeeper I, II
- Custodian I, II
- Custodial Supervisor I, II

ARTICLE 4. HOLIDAY EXCHANGE

Section A.

The Board of Regents of Higher Education may designate the following business days as holidays for employees classified as Custodians and for employees in classifications listed in Article 2 of Addendum "B-1" in exchange for the same number of legal holidays enumerated in Article 8, Section C of this Agreement in accordance with § 20-25-306, Mont. Code Ann.

- a.** the Monday before Christmas Day or New Year's Day, if either holiday falls on Tuesday;
and
- b.** the Friday after Christmas Day or New Year's Day, if either holiday falls on a Thursday.

Section B.

The holiday exchange described above may be implemented for employees in classifications listed in Article 3, Section A of this Addendum (except for custodian) only upon agreement of the Employer and the bargaining agent.

ADDENDUM "C"
STATE STATUTES

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, seasonal employees shall 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 do not earn vacation leave credits, but may not use the credits until after working for 6 qualifying months.

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.

2-18-615. 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.

MEMORANDUM OF UNDERSTANDING
RECRUITMENT EXCEPTION

It is understood that adjustments for recruitment and retention may be implemented under the guidelines of the Montana University System Staff Compensation Plan. The Employer shall consult the bargaining agent prior to the implementation of proposed pay adjustments in accordance with the pay plan guidelines.

MEMORANDUM OF UNDERSTANDING
ACCRUAL OF NON-EXEMPT COMPENSATORY TIME

In accordance with the following procedure, Food Service employees may accrue compensatory time in excess of the maximum designated in Article 8, Section C.2. of the Collective Bargaining Agreement.

The employee shall submit to the immediate supervisor a written request (on a pre-approved form) each time the employee would like to accrue compensatory time and the employee is at or above the specified maximum.

If the supervisor approves the request, it will be forwarded to the department director for approval or denial.

The Personnel and Payroll Services Office will be sent the forms after approval by the Director.

This Collective Bargaining Agreement has been entered into and is effective July 1, 2011 through June 30, 2013.

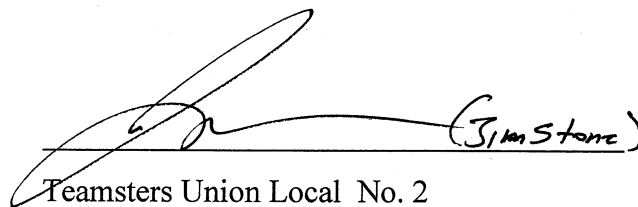
Signed this 24th day of October, 2011.

FOR THE MONTANA UNIVERSITY
SYSTEM:



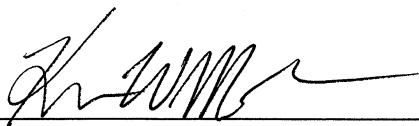
Commissioner of Higher Education

FOR THE UNION:



(Jim Stone)

Teamsters Union Local No. 2



Associate Commissioner for
Communications and Human Resources

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