

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AFSCME LOCAL 2235

MONTANA STATE UNIVERSITY-NORTHERN

AND THE

MONTANA UNIVERSITY SYSTEM

JULY 1, 2011 THROUGH JUNE 30, 2013

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PREAMBLE

This agreement is made and entered by and between the Montana University System with a unit at Havre, Montana, hereinafter referred to as the Employer, and Local 2235, American Federation of State, County, and Municipal Employees, AFL-CIO, 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 those employees covered by this agreement, and the parties hereto mutually agree as follows:

ARTICLE 1. RECOGNITION

1.1 Exclusive Representative

The employer recognizes the union as the exclusive representative for full-time permanent and permanent part-time employees who work twenty (20) or more hours a week employed in job titles listed in Addendum B of this agreement. The term employee as used throughout this agreement shall refer to employees in the bargaining unit.

1.2 Student Employees

In keeping with the federal and state policies of providing employment for students to provide economic opportunity to obtain further education, and in order to make available to students the benefits of state and federal work study and financial aid programs, the employer shall continue to employ students. Any person who has completed registration for the current quarter or semester and is enrolled for at least six (6) quarter credits or the semester equivalency, shall be regarded as a student. During the summer session a student is not required to be currently enrolled but must have completed fall quarter or semester preregistration in order to be regarded as a student during summer. Students shall not be hired into any position which would result in the displacement of any employee. Only those students who are continuously employed on a full-time basis for seven hundred (700) or more hours in a job title or any combination thereof listed in Addendum B shall be included in the bargaining unit. 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. Any student who is employed as a "temporary" employee on a "full-time" basis for seven hundred (700) or

more hours in any one fiscal year, and is doing work within the position description of a classified position within a bargaining unit, or doing work which is within the described scope of work of a bargaining unit, shall be required, as a condition of continued employment, to pay the equivalent of initiation fees and/or monthly dues, or a service fee in lieu of dues, to the union in accordance with Article 2, Section A of this agreement.

1.3. Types of Employees

- A. Permanent Full-Time Employee: An employee that has completed the probationary period in a permanent position and is regularly scheduled to work at least forty (40) hours per week.
- B. Permanent Part-Time Employee: An employee that has completed the probationary period in a permanent position and is regularly scheduled to work less than forty (40) hours per week.
- C. Temporary Employee: 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. Temporary employment may not exceed nine (9) months and the temporary position is non-renewable. No temporary employee may be changed to the status of 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 employees shall be included in the bargaining unit after three (3) consecutive months of full-time or part-time employment of twenty (20) or more hours a week in a job title or any combination thereof listed in Addendum B. Temporary employees are not eligible for union membership for the first three (3) consecutive months of employment. Temporary employees retained more than three (3) consecutive months are eligible for union membership. Since the temporary appointment

forms don't always reflect the number of hours the employee actually works, payroll will keep track of the temporary employee hours and the bargaining unit will be notified when (and if) the employee reaches the 3 months / 20-hours-per-week status for union eligibility.

ARTICLE 2. UNION SECURITY

2.1. Initiation Fee and Dues

- A. Payment of Equivalent Required: All present employees covered by this agreement who do not make application for membership in the union within thirty (30) calendar days of the effective date of the agreement, shall, as a condition of employment, pay to the union an amount equal to initiation fee and monthly union dues, or a service fee in lieu of dues, as a contribution toward the administration of this agreement. New employees subject to this agreement shall be allowed thirty (30) days after the employment in which to comply with this requirement. Employees who fail to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the union.
- B. Exemption from Dues: No employee who is a member of a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support any labor organization, may be required to join or financially support any labor organization as a condition of employment, if such employee pays, in lieu of periodic union dues, initiation fees, and assessments, at the same time or times such periodic union dues, initiation fees, and assessments, to a non-religious, non-union charity designated by the labor organization. Such employee shall furnish to such labor organization written receipts evidencing such payments and failure to make such payments or furnish such receipts shall subject

the employee to the same sanctions as would non-payment of dues, initiation fees or assessments under this agreement.

A public employee desiring to avail himself/herself to the right of non-association with a labor organization as provided in this subsection shall make written application to the chairperson of the Board of Personnel Appeals. Within ten (10) days of the date of receipt of such application, the chairperson shall appoint a committee of three (3) consisting of a clergyperson not connected with the sect in question, a labor union official not directly connected with the labor organization in question, and a member of the public at large, who shall be the chairperson. The committee shall, within ten (10) days of the date of its appointment, meet at the locals of either the employee's residence or place of employment and, after receiving written or oral presentations from all interested parties, determine by a majority vote whether or not such public employee qualifies for the right of non-association with such labor organization. The committee's decision shall be made in writing within three (3) days of the meeting date and a copy thereof shall be forthwith mailed to such public employee, labor organization and the chairperson of the Board of Personnel Appeals. (39-31-204, M.C.A.)

2.2. Upholding Union Principles

No employee shall be discharged or discriminated against for upholding union principles which constitute protected activity under the collective bargaining act (39-31-201 MCA).

ARTICLE 3. DUES CHECKOFF

3.1. Deduction of Dues

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

3.2. Procedures for Checkoff of Dues and Initiation Fees

The union will send written notification to the payroll office and the Director of Business Services of the amount of union dues and initiation rates at the start of each fiscal year and whenever any changes occur. The employer will use, as the effective date for dues withholding, the effective date shown on the payroll deduction card. The union will also note on the card whether or not a deduction for initiation fee should also be made.

3.3. Remittance to Union

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 by the fifteenth (15th) of the succeeding month, after such deductions are made.

ARTICLE 4. NEW HIRES - INFORMATION

New Hires

The employer shall furnish the union with the name, date of hire, job title and place of work of any new employee within the bargaining unit within ten (10) working days of the hiring. The union will also be provided with the above information when a temporary employee who is employed in a job title or any combination listed in Addendum B for at least twenty (20) or more hours has worked in three (3) consecutive months, or when a student employee has been continuously employed on a full-time basis for seven hundred (700) or more hours in a job title or any combination listed in Addendum B. In addition, a summary will be sent to the union monthly. The employer shall notify the union within ten (10) working days of a change in status of a bargaining unit employee to include transfers, promotions, reclassifications, and demotions. The employer shall send the union a copy of any written notices of temporary employment and of notices of temporary assignments to a higher job title made pursuant to Article 13.7.

ARTICLE 5. NONDISCRIMINATION

5.1. Mutual Obligation

The employer and the union agree that they will work cooperatively to assure that all employees have equal employment opportunities.

5.2. Employer Obligation

The employer agrees that it 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.

5.3. Union Obligation

The union agrees that it will not exclude or expel any persons from its membership, apprenticeship or training program because of such person's sex, age, physical or mental disability, race, religion, color or national origin, nor will the union discriminate in any way against any member of or applicant to the union or applicant to or employee of the employer.

5.4. Applies to Applicant and Employees

The terms of the article shall apply to all employees covered by this agreement in accordance with the Montana Human Rights Act.

ARTICLE 6. SENIORITY AND PROBATION

6.1. Seniority Defined

State service is distinguishable from seniority in that seniority measures only an employee's length of continuous service in a bargaining unit position, and state service includes an employee's length of continuous service with the state.

Seniority is computed from the date an employee begins service with Montana State University-Northern in any bargaining unit position. A bargaining unit position is one that is listed in Addendum B and/or completes an application to and pays dues to a bargaining unit in accordance with Articles 1 and 2. The employee's seniority date will be adjusted as follows:

- A. Neither military leave nor workers' compensation leave shall affect seniority. All other time while on an approved leave of absence without pay shall be considered lost time for the purpose of seniority.
- B. Seniority shall be forfeited upon discharge for cause, voluntary termination, promotion or demotion into a nonbargaining unit position.
- C. To be absent from the job due to layoffs will be considered lost time for purposes of seniority; however, previous service upon recall shall count towards seniority. An employee laid off shall maintain recall rights for a period of twelve (12) months. Upon request of the employee, recall rights shall be extended for an additional twelve (12) months.
- D. Seniority is not transferable between unions.
- E. Employees whose seniority dates are the same shall have their respective seniority ranking determined by a drawing of names with a union representative present.
- F. Effective July 1, 1987, seniority will be calculated based on the number of regular hours in a pay status in a bargaining unit position.

6.2. Seniority Rights in Layoff

Layoffs caused by a reduction in force shall be in order of seniority within a job title. Employees who are scheduled to be released shall be given at least thirty (30) working days notice. All recalls to employment shall likewise be in order of seniority within a job title. That is, the last employee released within a job title shall be the first recalled when the employer needs additional employees within that job title. In the event of a recall, the employer shall notify the affected employee to return to work and furnish the union a copy of such notification. If the employee fails to notify the employer within ten (10) working days of his/her intention to return to work, such employee shall be considered as having forfeited his/her right to reemployment.

No permanent employee will be laid off while there are temporary employees serving in the same job title.

In the event an employee being laid off has previous service in another job title, that employee may displace the least senior employee in the previous job title (lateral and downward) provided that the employee has greater seniority than the employee being displaced. An employee who displaces another employee as an alternative to layoff shall serve a thirty (30) day probationary period in the new position. If the employee proves to be unable to adequately perform the duties and responsibilities of the new position within thirty (30) days the employee shall be laid off.

The term job title as used herein refers to those job titles listed in Addendum B.

6.3. Posting Vacancies - Seniority

The employer shall post all vacancies within the bargaining unit on bulletin boards normally used for employee notices for a minimum of three (3) days prior to any outside advertising. Such posting shall state whether the vacancy or new position is full-time or part-time; permanent or temporary. Posting and publication of the notice of vacancy shall be accomplished in a manner consistent with the requirements of the employer's nondiscriminatory recruitment procedure. The union secretary shall be sent a copy of position postings at the time they are posted.

In the event of a custodial worker position vacancy, current custodial workers will be given an opportunity to specify their desired work locations. When the preferred work location becomes vacant, the employee with the greatest seniority who has specified a preference for the vacancy shall be given the vacant position.

When filling bargaining unit vacancies should qualifications of applicants be equal, the applicant having the greatest seniority shall prevail.

If any current bargaining unit members make application for, and meet all of the minimum job requirements as determined by the search committee, the employee(s) shall

be given an interview. An AFSCME appointed union representative shall be included on all AFSCME-represented classified staff search committees. In addition, all candidates will meet with an AFSCME representative during the interview process. AFSCME appointed union representatives shall receive release time for such meetings.

6.4. Transfers

Employees may request a transfer to a new or vacant position within the same job title by submitting a completed application as required in the job posting. Employees requesting transfer to another position within the same job title shall be granted an interview.

Clerical/secretarial employees applying for transfer to another position within the same job title shall not be required to take the vocabulary and typing examinations if they have previously taken such examinations within the last three (3) years. New vocabulary and typing examinations may be taken at the Job Service and such scores will be acceptable.

6.5. Seniority List

Seniority lists will be prepared every six months and given to the union treasurer. The union treasurer shall notify the employer of any errors on the seniority roster within sixty (60) days from its receipt. Unless the union treasurer so informs the employer of any such errors, the seniority roster shall be considered as final and binding. Employees will be provided with their seniority status every six months.

6.6. 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 formal education or training. The first six (6) months of employment of any newly hired employee shall be a period of probation. Time served in a temporary position does not count toward meeting the probationary period. At any time during the period of probation, the employee may be discharged without any showing of cause. During the period of probation, the ability of the employee to perform the duties and responsibilities of the position shall be evaluated by the supervisor. On or about the ninetieth (90th) working day of the probationary period, the supervisor shall provide the employee with a written evaluation including notice of any deficiencies in performance and recommendations for improvement, if improvement is necessary.

ARTICLE 7. HOLIDAYS

7.1. 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

The Friday following Thanksgiving may be designated a holiday for all Montana University System employees in exchange for Columbus Day and the second Monday in October. The Board of Regents may designate the Monday before Christmas Day or New Year's Day if either holiday falls on a Tuesday and the Friday after Christmas Day

or New Year's Day if either holiday falls on a Thursday in exchange for the same number of holidays listed above. The local union president shall be given at least thirty (30) calendar days prior notice if the holiday exchange for the day before or after Christmas Day and New Year's Day is going to be implemented for bargaining unit employees.

7.2. Alternate Day Off

Any employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive a day off either on the day preceding or another day following the holiday, whichever allows a day off in addition to the employee's regularly scheduled days off.

7.3. Holidays Prorated

Part-time permanent employees shall be granted holidays on a prorated basis.

7.4. During Terminal Leave

Any employee who elects to take leave in lieu of a lump-sum payment for accrued annual vacation on termination of employment shall receive an extra day's pay for each holiday that falls during the leave time taken.

7.5. Holiday Layoff

Any employee laid off due to Thanksgiving break shall be entitled to holiday pay for Thanksgiving Day. Employees laid off due to Christmas break shall be entitled to pay for Christmas Day and New Year's Day. If the Board of Regents designates additional days as holidays during Christmas break, employees laid off due to Christmas break shall also receive pay for the designated holidays.

7.6. Holiday Pay

Employees required to work on a holiday will be paid at one and one-half (1-1/2) times the rate of pay in addition to the regular day's pay.

ARTICLE 8. VACATIONS

8.1. Rate of Accrual

Employees will earn vacation leave in accordance with 2-18-611 and 2-18-612 MCA.

- A. Each permanent full-time employee shall earn annual vacation leave credits from the first day of employment. Vacation leave credits earned shall 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 six (6) calendar months.
- B. Seasonal employees shall earn vacation credits. However, such persons must be employed six (6) qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back to work when operations resume in order to avoid a break in service.
- C. Permanent part-time employees are entitled to prorated annual vacation benefits if they have worked the qualifying period.
- D. An employee may not accrue annual vacation leave credits while in a leave-without-pay status.
- E. Temporary employees do not earn vacation leave credits, except that a temporary employee who is subsequently hired into a permanent position within the same jurisdiction without a break in service and temporary employees who are employed continuously longer than six (6) months may count as earned leave credits for the immediate term of temporary employment.
- F. Rate Earned: 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:

<u>Hours in Pay Status</u> <u>Years of Employment</u>	<u>Per Pay Period*</u>
0-10 years	.058 x number of hours
10-15 years	.069 x number of hours
15-20 years	.081 x number of hours
20 on	.092 x number of hours

*Only regular hours in a pay status will count as hours worked toward the rate earned. Overtime hours (those in excess of an 8 hour day or a 40 hour workweek) will not count toward the rate earned.

8.2. Cash Payment for Unused Vacation

An employee who terminates employment with the employer for reasons not reflecting discredit on the employee shall be entitled upon the date of such termination to cash compensation for unused vacation leave, assuming that the employee has worked the qualifying period. The amount of the compensation shall be calculated and paid the following pay period. However, if the employee transfers to any other position under the jurisdiction of the State of Montana, there shall be no cash compensation paid for unused vacation leave. In such a transfer the receiving employer assumes the liability for the accrued vacation credits transferred with the employee. (2-18-617, M.C.A.)

8.3. Accumulation of Leave

Annual vacation leave may be accumulated to a total not to exceed two (2) 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. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited and the employer denies the request, the excess vacation leave is not forfeited and the employer 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.

8.4. Rate of Pay for Unused Leave

Unused earned vacation time shall be paid to the employee at the employee's regular rate of pay at the time of separation from service.

8.5 Time Vacation Taken

The dates when employees' annual vacation leave shall be granted shall be determined by agreement between each employee and the employer with regard to the best interest of the employer as well as the best interest of each employee. In the event of conflicting requests for vacation, the employee with seniority shall prevail. (2-18-616, M.C.A.)

8.6. Holidays Not Leave Time

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

8.7. Split Vacations

Vacation time may be taken on a split-vacation basis with the approval of the supervisor.

8.8. Charges by the Half Hour

Vacation charges shall be recorded in increments of one-half (1/2) hour. Any employee taking from one (1) to thirty (30) minutes of vacation shall be charged one-half (1/2) hour and any employee taking from thirty-one (31) to sixty (60) minutes shall be charged one (1) hour.

8.9. Extension by Leave Without Pay

Leave of absence without pay may be used to extend regular vacation with prior approval of the employee's supervisor.

8.10. Circumvention Prohibited

The employer may not terminate or separate an employee from employment or engage in any other act for purposes of circumventing the employee's rights with regard to vacation leave. (2-18-621, M.C.A.)

8.11. Non-accrual During Leave Without Pay

Employees taking an approved leave of absence without pay shall not accrue vacation leave credits while on a leave without pay. Vacation credits will accrue during paid military training leave, paid jury duty leave, or when subpoenaed as a witness and receiving pay from the employer.

ARTICLE 9. SICK LEAVE

9.1. Sick Leave Defined

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

9.2. General Policy

Accumulated sick leave credit 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.

9.3. Rate of Accrual

Each permanent full-time employee shall earn sick leave credits from the first full calendar month of employment. For calculating sick leave credits, two thousand eighty (2,080) hours (52 weeks x 40 hours) shall equal one (1) year. Sick leave credits shall be credited at the end of each pay period. Sick leave credits shall be earned at the rate of twelve (12) working days for each year of service without restriction as to the number of working days that may be accumulated. The employee accrues .046 hours of sick leave credits for each hour worked or hours in pay status per pay period.*

*Only regular hours in a pay status will count as hours worked toward the rate earned. Overtime hours (those in excess of an 8 hour day or a 40 hour workweek) will not count toward the rate earned.

9.4. Qualifying Period and Effect of Leave Without Pay

Employees taking an approved leave of absence without pay shall not accrue sick leave credits. Sick leave credits shall accrue during paid military training leave, paid jury duty leave, or when subpoenaed as a witness and receiving pay from the employer. Employees are not entitled to take sick leave until they have been continuously employed for ninety (90) days. Upon completion of the qualifying period, the employee is entitled to the sick leave credit earned.

9.5. Part-Time Employees - Prorated

Permanent part-time employees are entitled to prorated sick leave benefits in accordance with state policy if they have worked the qualifying period.

9.6. Qualifying Period

Employees covered by this agreement are entitled to sick leave benefits provided they work the qualifying period (90 calendar days).

9.7. Lump-Sum on Termination

An employee who terminates employment with the employer is entitled to a lump sum payment equal to one-fourth (1/4) of the pay attributed to the employee's accumulated sick leave. The pay attributed to sick leave shall be computed on the basis of the employee's salary or wage at the time of termination. Accrual of sick leave credits for calculating the lump sum payment provided for in this subsection begins July 1, 1971, and the payment thereof shall be the responsibility of the university unit wherein the sick leave accrues. However, no employee forfeits any sick leave rights or benefits he/she had accrued prior to July 1, 1971. However, where an employee transfers to any other position under the jurisdiction of the State of Montana, said transfer shall not be accompanied by lump-sum payment for unused sick leave. In the event of such a transfer, the receiving employer shall assume the liability for the accrued sick leave credits earned after July 1, 1971 and transferred with the employee. (2-18-618, M.C.A.)

9.8. Reemployment

An employee who receives a lump sum payment upon termination and who is again employed by the employer shall not be credited with any sick leave for which the employee has previously been compensated.

9.9. Abuse - Cause for Dismissal

Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments to which the employee would otherwise be entitled upon termination.

9.10. First Earned - First Used

Sick leave credits will be used on a first-earned, first-charged basis.

9.11. 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.

9.12. Other Sick Leave Provisions

- A. Excess Charges: 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.
- B. Charges by Half Hour: Sick leave charges shall be recorded in increments of one-half (1/2) hour. Any employee taking from one (1) to thirty (30) minutes of sick leave shall be charged one-half (1/2) hour and any employee taking from thirty-one (31) to sixty (60) minutes shall be charged one (1) hour.
- C. Physician's Certificate: A physician's certificate or other evidence to substantiate a sick leave charge may be required by the employer if a question of abuse exists or to verify an employee's readiness to return to work. Physician's certificates will not be requested for arbitrary or capricious reasons. Upon request of the employee, the

requirement to provide a physician's certificate shall be followed up in writing within three (3) working days of the request. The union president shall be given a copy of such request.

- D. **Medical Appointments:** Medical appointments may be charged to sick leave, provided the minimum time charged is not less than one-half (1/2) hour. Each absence shall be reported separately and authorized in advance by the employee's immediate supervisor.
- E. **Pregnancy-Related Disability:** 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.
- F. **Holiday Not Sick Leave:** 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.
- 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. **Substantiation of Charges:** 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.
- G. **Occupational Illness or Accident:** In the event that an employee becomes incapable of performing the duties of his/her regular job title 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.

9.13. Emergency Sick Leave

- A. Emergency Sick Leave Defined: Emergency sick leave is defined as a necessary absence due to the illness or death of a member of the employee's immediate family.
- B. Emergency Sick Leave Limitation: Emergency sick 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, household dependents, grandchildren or any other individual, though not related by blood, who has been a permanent member of the employee's household and the same relatives of the employee's spouse in like degree.

ARTICLE 10. OTHER LEAVE WITH PAY

10.1. Military Training Leave

Any 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 six (6) months, shall be given leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia of the military forces of the United States. Such leave of absence shall not be charged against any other leave credit earned by the employee. (Section 10-1-604, M.C.A.)

10.2. Jury Duty or Subpoena

Each employee summoned as a juror or subpoenaed as a witness may elect to take annual leave and retain all fees payable as a result of this service, or not to take annual leave and forward such fees and allowances to the business office to be applied against wages due for

the period of service. In no instance is an employee required to remit to his/her employer any expense or mileage allowance paid the employee by the court. Employees shall not lose cumulative benefit because of juror service.

The employer may request the court to excuse its employees from duty if they are needed for the proper operation of the employer.

ARTICLE 11. LEAVES OF ABSENCE WITHOUT PAY

11.1. Written Approval Required

Any employee desiring leave of absence without pay shall secure written approval from the employer. Notification shall be provided to the union president if a leave of absence without pay in excess of five (5) working days is taken.

11.2. Public Service Leave

Any employee subject to this agreement elected or appointed to public office shall be entitled to a leave of absence not to exceed one hundred eighty (180) days per year while such employee is performing public service. Any employee granted such leave shall make arrangements to return to work within ten (10) days following the completion of the service for which the leave was granted unless such employee is unable to do so because of illness or disabling injury certified to by a licensed physician.

11.3. Union Representative Leave

The employer may grant reasonable leave of absence to 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, a list to be supplied to the Personnel Director.

11.4. Unauthorized Absence

Unauthorized absence shall be treated as absence without pay and is grounds for dismissal or disciplinary action.

11.5. Maternity Leave

Employees shall be granted maternity leave in accordance with 49-2-310 and 311, M.C.A.

11.6. Fee Waiver/Education Leave

Any permanent employee who works at least three-quarter time (.75 FTE) during the entire period of enrollment is entitled to a waiver of fees in accordance with the individual university system unit's policy except registration and building fees and may take any number of courses provided the employee: is academically qualified, obtains the supervisor's approval, and takes vacation or educational leave without pay for all hours absent from the regular work schedule or makes up the time absent from work. An employee is entitled to leave with pay for taking any course required by the employer. If an employee is laid off or their hours are involuntarily reduced below .75 FTE, the fee waiver shall continue for the quarter/semester granted.

ARTICLE 12. EMPLOYEE BENEFITS

12.1. Health Insurance - Employer's Contribution

The employer contribution for group benefits, e.g., hospitalization, medical, health, long-term disability, accident and/or group life insurance plans, shall be in accordance with state law. Permanent part-time employees who are regularly scheduled to work twenty (20) or more hours a week for six (6) or more months a year are eligible for the group benefit contribution. An employee who elects not to be covered by the group benefit plan may not

receive the state contribution as wages. The employer will continue to make insurance contributions for up to four (4) months while an employee is on a workers' compensation leave of absence for injuries received while employed at a unit of the university system. One employee appointed by the union president shall have the opportunity to attend the Inter-Unit Benefits Committee meetings. From July 2011 through June 2013, the employer share toward insurance shall be \$733 per month.

12.2 Unemployment Insurance

Employees are covered by unemployment insurance in accordance with state statutes.

12.3. Workers' Compensation

Workers' Compensation payments are for the purpose of offsetting the loss of income suffered by an employee who is injured on the job. Inasmuch as an employee's pay continues while he/she is on sick leave, he/she is not entitled to both paid sick leave and workers' compensation payments. An employee who is injured on the job has the option of taking either sick leave or workers' compensation payments, and if his/her sick leave runs out, may receive workers' compensation payments (Title 39, Chapter 71, MCA).

12.4. 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. (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.)

12.5. General Liability

In any action brought against any employee by any person other than the employer for negligence, error or omission, or other actionable conduct of the employee committed

while acting in the course and scope of employment, the employer shall be made a party defendant in the action and recovery against the employer shall constitute a complete bar to any recovery against the employee unless the claim is based upon an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

12.6. Indemnification

In any action in which an employee is a party defendant, the employee shall be indemnified by the employer for any money, judgments or legal expenses to which the employee may be subject as a result of the suit unless the conduct upon which the claim is brought did not arise out of the course and scope of employment or is an intentional tort or felonious act of the employee. (2-9-305, M.C.A.)

12.7. Employee Assistance Program

The employer recognizes that behavioral health problems (e.g., drug and alcohol dependency and emotional problems) may be correctable through treatment or counseling. When employee performance is adversely affected by such problems, the employer will help the employee in identifying local community resources which can provide professional assistance.

In such situations the employer will recognize that:

- A. self-referral to services is most desirable;
- B. employees who seek assistance should not have job security or promotional opportunity jeopardized by the request for assistance;
- C. confidentiality must be maintained and privileged information will be directed only to those who must perform official capacities in such situations; and
- D. rehabilitation will be given priority and pursued with the employee before any formal discharge or disciplinary action is contemplated.

In such situations, the employee will recognize that:

- A. the employer must assume responsibility for bringing to the attention of the employee, those work deficiencies which are observed and thought to be a result of the health problems;
- B. the employer is receptive to and encourages employees to indicate their problems and desire for assistance; and
- C. the nature of these problems often require the creation of a crisis before an affected individual will pursue professional help. If in a reasonable length of time job performance and/or work attendance meet requirements, no further action will be taken and no permanent records of the situation will be maintained.
- D. Should job and attendance requirements not be met and/or the employee fails to seek assistance the employer may pursue disciplinary or discharge action according to Article 14.

12.8. Dependent Partial Tuition Waiver

Permanent employees must be employed at least $\frac{3}{4}$ time for five (5) 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 (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.

ARTICLE 13. COMPENSATION

13.1. Salary

Salary shall be in accordance with Addendum A.

13.2. Montana University System Staff Compensation Plan

Effective July 1, 2002 employees will be subject to the Montana University System Staff Compensation Plan in accordance with Addendum A.

13.3. Longevity Increment

Longevity is distinguishable from seniority in that seniority measures only an employee's length of continuous service in a bargaining unit position, and longevity includes an employee's length of continuous service with the state. Seniority determines employment rights as defined in Article 6. Longevity determines the calculation of pay increments and anniversary dates as related to compensation.

Longevity is further defined as uninterrupted state service to include an employee's transfer from a temporary position to a permanent one.

Each employee who has completed five (5) years of uninterrupted state service shall receive 1.5% of his/her base salary multiplied by the number of completed, contiguous five (5) year periods of uninterrupted state service, with the following exceptions.

Effective October 1999, the longevity rate is 2.0% for the 15-year and 20-year increments.

Effective July 2007, the longevity rate is 2.0% for the 10-year increment.

13.4 Change of Job Title

Changes in job title will be determined by the current pay plan rules. The union will be notified of reclassifications of any employee in the bargaining unit at the same time the affected employee is notified. If an employee's position is downgraded as a result of a non-disciplinary reclassification, the employee will not suffer a reduction in salary as long as the employee holds the position.

13.5. Pay Days

Pay days will be in accordance with state statute. A record of sick and vacation leave accruals will be provided with the employee's pay check. A record of payroll deductions will be provided to the extent possible.

13.6. Premium Pay

Hourly employees are entitled to pay at rates in excess of straight-time, regular compensation for time worked or pay for time not worked in the amounts and under the terms and conditions hereinafter specified:

A. Overtime: Any amount of time an hourly employee is required to work in excess of eight (8) hours in a twenty-four (24) hour period (from midnight to midnight) or in excess of forty (40) hours in any week will be regarded as overtime and the employee will be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay for all overtime worked. When employees agree to work a schedule which includes work days which are in excess of eight (8) hours (such as ten hours per day for four days per week), only those hours in excess of the scheduled work day or 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. (39-3-405, M.C.A.) (Montana Constitution, Article XII, Section 2.)

(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 either prior or subsequent to working the additional time. It shall be the responsibility of the supervisor to ascertain that employees do not work any overtime for which the supervisor does not desire that the employer be charged, and the responsibility of the employee to limit overtime to that which is requested by the supervisor or is essential under the circumstances, and to obtain the approval of the supervisor for any overtime worked.

- (2) Overtime Increments: Overtime shall be recorded for payment in increments of one-half (1/2) hour. Any employee working from one (1) to thirty (30) minutes overtime shall be compensated for one-half (1/2) hour and any employee working from thirty-one (31) to sixty (60) minutes overtime shall be compensated for one (1) hour.
 - (3) Avoidance Prohibited: Employees shall not be required to suspend work during regularly scheduled hours to absorb overtime.
 - (4) 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 to be added to other hours worked.
 - (5) Assignment of Overtime: The custodial and food service areas shall each post monthly a list for employees who desire overtime to sign. Where feasible, the employer will offer available overtime to employees on the list on a rotating basis as long as the employee is qualified to perform the overtime work.
- B. Callout: Any callout to work in excess of an eight (8) hour day or a forty (40) hour week shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay for a minimum of two (2) hours.
- C. Snow Removal: Time spent on snow removal prior to the beginning of a regularly assigned shift shall be compensated at two (2) times the regular rate of pay. All subsequent hours worked during the regular shift during the same work day shall be compensated at the regular rate of pay.
- D. Compensatory Time Option in Lieu of Overtime: 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 (1-1/2) hours for each one (1) hour of overtime worked.
- (2) Maximum Accumulation: The maximum amount of time which may be accumulated is 160 hours overtime worked or 240 hours compensatory time.
- (3) Use of Compensatory Time: An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time. In the event the employee is not able to schedule the use of his/her accumulated compensatory time during the fiscal year in which it was earned, the employer shall pay the employee for all compensatory time accumulated by June 30th. By mutual agreement, this requirement may be waived.
- (4) Payment on Termination: If employment is terminated for any reason, 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.

13.7. Temporary Assignment to Higher Job Title

Employees may be temporarily assigned all of the duties and responsibilities of a higher graded position for reasons deemed appropriate by the appointing authority. An employee so assigned shall be notified in writing prior to 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, grade and salary at the end of the temporary promotion.

When employees are temporarily assigned to a higher graded position in accordance with this section for more than three (3) consecutive working days, they will receive the higher rate of pay from the first day.

13.8. Work Day

The regular work day or shift shall consist of eight (8) hours exclusive of a meal period.

13.9. Workweek

The regular workweek shall consist of five (5) consecutive days. Should the employer permanently change an employee's workweek, the employee will be given ten (10) days advance notice of the change. In cases where the new workweek has an adverse impact on the employee, the employer agrees to meet with the employee during the ten (10) day period to discuss options that may be available to help mitigate the impact of the change.

13.10. Modified Work Hours

Employees desiring to initiate a request for modified work hours must do so on the form included as Addendum C and submit the form to their immediate supervisor for approval or denial. The form may be submitted for any request from one day to an entire month. It is understood that such requests may be approved or denied at the discretion of the employer. It is also understood that the employer will provide a reply to the employee within five (5) working days of the request.

13.11. License Fees

Fees for licenses and other certifications which are required by the employer as a condition of employment shall be paid by the employer. Employees will be reimbursed for required travel in accordance with state statutes. Wages will be paid if required activities occur on the days off of an employee.

ARTICLE 14. WORKING CONDITIONS

14.1. Employee Protection

- A. Wages of Discharged Employee: Upon receipt of notice of discharge, the discharged employee may demand payment of all wages and lump-sum payments for accrued benefits to which the employee was entitled to as of the date of the

discharge. Upon demand for payment, the employer shall have a maximum of fifteen (15) calendar days within which to pay the full amount lawfully due the discharged employee.

- B. Discharge and Discipline Subject to Grievance Procedure: No permanent employee will be discharged except for just cause. Discharge shall not be the initial disciplinary action except in serious cases of serious unsatisfactory performance or behavior. Formal disciplinary actions include but are not limited to written warning, suspension without pay, disciplinary demotion, and discharge. A suspension without pay may be used to provide an opportunity for a full investigation of the situation and does not constitute a waiver of the right to discharge. Any controversy regarding discharge or discipline may be pursued through the grievance procedure.

- C. Protection of Discharged Employee: The employer may not prevent or attempt to prevent, by word or writing of any kind, any discharged employee from obtaining any other employment. The employer may, however, inform by word or writing any other employer to whom a discharged employee has applied for employment, with a truthful statement of the reason for such discharge. (39-2-801, M.C.A.)

- D. Discharge for Attachment or Garnishment Prohibited: The employer shall not discharge or lay off any employee because of attachment or garnishment served on the employer against the wages of the employee.

- E. Designation of Person Authorized to Receive Decedent's Warrants: Any employee, by completing the standard form, may designate a person to receive the warrant for any wages, benefits or allowance due and payable to the employee by the employer at the time of the employee's demise. The employee may thereby be assured warrants for monies due will be promptly forwarded to the designated person without recourse to the procedures ordinarily required for the administration of the estate of a decedent. (2-18-412, M.C.A.)

- F. Employee Protection: One (1) complete official personnel file for each employee shall be kept in the Employee Relations office. No information reflecting critically upon an employee shall be placed in the personnel file after July 1, 2001 that does not bear either the signature or initials of the employee indicating that the employee has been shown the material or a signature of a witness that attests that the employee has been shown the material and refused to sign it. If the employee desires to provide a brief written statement in explanation or mitigation of any document in the personnel file, the statement shall be attached to the document and included in the personnel file. Employees shall have access to all material in their personnel file. Employees may grieve placement of factually incorrect material in their personnel file.
- G. Written Reprimands: Employees may request the employer to remove a written reprimand from their personnel file if the employee's conduct and work performance has been satisfactory during the previous six (6) months. It is understood that the grant or denial of such requests shall be at the employer's discretion.

14.2. Bulletin Boards

The employer agrees to permit the use of existing bulletin boards in regular posting areas for union purposes.

14.3. Rest Periods

Each full-time employee shall be allowed a fifteen (15) minute rest break in both the first and second half of each eight (8) hour shift. Part-time employees will be allowed a fifteen (15) minute rest break within each four (4) hour shift.

14.4. Shop Stewards

The union shall have the right to appoint a shop steward in designated departments. The shop steward shall be recognized by the employer as having authority to report any irregularities concerning the interpretation or application of the provisions of this agreement to the union office and to assist officers of the union in the adjustment of

grievances when called upon by said offices to do so. The shop steward shall not be discriminated against for discharging duties assigned to him/her by the union, it being understood that the discharge of such duties shall not interfere with the normal performance of his/her work for the employer.

Unless work assignments require otherwise, the employer shall grant reasonable leaves of absence with pay to shop stewards and other duly elected and certified union officers when such time is compensated from the union pool.

A union leave pool shall be established by each employee having the right to donate one (1) or two (2) 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 shop stewards or union officers. A list of shop stewards and other duly elected and certified union officers will be supplied to the employer by the union. The use of all such leave shall be at the union executive board's written approval or the union president's written approval, in the absence of the executive board. All leave time so donated shall be in writing to the union and the employer.

14.5. Tools

The employer shall provide tools required for the performance of duties within the scope of employment.

14.6. 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, after consultation with the union and affected employees. In cases where uniforms are not provided, the employer shall, at the employee's request, provide an identification badge.

14.7. 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 parked in violation of regulations at the expense of the violator, and withhold the amount of any unpaid fines from wages. (20-25-312, M.C.A.)

14.8. Campus Mail

The union shall have the right to use campus mail for the dissemination of meeting notices.

14.9. Policy Manual

The union shall be provided an updated copy of the official policy manual of Montana State University-Northern and in the future will receive copies of additions, modifications and notice of any deletions.

14.10 Meeting Rooms

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

14.11 Copies of Contract

Upon final ratification and approval of this agreement, the employer shall prepare and make available to the bargaining agent a copy of the agreement. The agreement shall be available electronically or employees may obtain a copy from the employer or the bargaining agent.

14.12 Employment Records

Any employee shall be entitled, upon request, to see any of his/her own employment records in the possession of the employer. If an employee gives a named union officer or steward written authorization to view and/or receive a copy of information in the employee's personnel file(s) such access shall be granted to the named union officer or steward.

14.13 Meal Periods and Free Meals

No employee shall be scheduled to work more than five (5) consecutive hours without being allowed a meal period, except in cases of emergency. Any position which affords a one-half (1/2) hour meal period during which a free meal has previously been made available and during which the employee has previously been required to remain on the premises shall continue to have a free meal as a condition of employment in that position. No meal period shall be for less than one-half (1/2) hour.

14.14 Unauthorized Use of Services, Property, or Facilities

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

14.15 Job Descriptions

Employees shall be given a copy of their job description upon request.

14.16 Labor Management Coordinating Committee

The parties agree to meet and establish a Labor Management Coordinating Committee whose membership, meeting schedule, policies, procedures, rules and regulations shall be established by and between the committee members. The parties further agree to request Montana State Board of Personnel or the Federal Mediation and Conciliation Services to provide appropriate training and guidance.

ARTICLE 15. GRIEVANCE AND ARBITRATION PROCEDURE

15.1. Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1: The parties herein agree that informal discussion can be beneficial and should be undertaken prior to the filing of a formal grievance. In an effort to resolve the grievance informally, the employee or the union steward shall discuss his/her grievance with the appropriate department head or director within ten (10) working days of the grievable incident. The department head or director shall

discuss the matter with the employee or the union steward and attempt to settle the grievance.

Step 2: If the grievance is not resolved informally, it may be presented in writing to the Director of Human Resources or the designated grievance officer within ten (10) working days of the informal grievance discussion at step 1. The Director of Human Resources or the designated grievance officer shall respond to the grievant and the union in writing within ten (10) working days of receipt of the grievance.

Step 3: Should the allegedly aggrieved employee and the union consider the reply of the Director of Human Resources or the designated grievance officer unsatisfactory, the union may, within ten (10) working days of the step 2 response, submit the grievance in writing to the Commissioner of Higher Education. The Commissioner of Higher Education shall respond in writing to the grievant and the union with ten (10) working days of receipt of the grievance.

Step 4: Should the allegedly aggrieved employee and the union consider the reply of the Commissioner of Higher Education to be unsatisfactory, the union may, within ten (10) working days of the receipt of the reply notify the Commissioner in writing of its intention to refer the grievance to arbitration. Within ten (10) working days after such written notice is delivered to the Commissioner, the commissioner and the union shall select an arbitrator by use of the following method:

- a. The parties to this agreement shall attempt to mutually select a person to act as arbitrator. If no such person can be found who is acceptable, then:
- b. The parties to this agreement shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of individuals who are available to act as an arbitrator. The parties hereto shall select the arbitrator by the method of alternatively

striking names from the list. The determination of which party shall strike first shall be determined by the flip of a coin with the loser striking the first name. The final name left on the list shall be the arbitrator. A union representative shall act in the grievant's behalf in this process.

- c. The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. The decision of the arbitrator shall be final and binding to both parties of this agreement, provided however, the arbitrator shall have no power to alter in any way the terms of this agreement. Costs incurred by the arbitrator shall be borne equally between the union and the employer. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.
- d. Upon mutual agreement of the parties grievance mediation may be used prior to or in lieu of arbitration.

- 15.2.
 - A. Reference to days regarding time period in this procedure shall refer to working days. A working day does not include weekend days (Saturday and Sunday) or holidays.
 - B. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedure. Any grievance not filed or advanced by the Union within the time limits provided for herein shall be invalid and without further recourse. Any grievance not responded to by the employer within the time limits provided herein shall be automatically advanced to the next step.
 - C. All written grievances filed at step 2 or above must include all of the following information: a statement of the grievance and the facts upon

which it is based; the contractual provisions which have allegedly been violated; the date of the grievable incident and the date the grievance is filed; the specific remedy or correction requested; and the signatures of the aggrieved employee and the appropriate union representative. The factual material which is included with the grievance may be submitted on the union fact sheet as long as the required information is included.

ARTICLE 16. SAVINGS CLAUSE

Should any portion of this agreement be determined invalid or unenforceable by any court or other judicial body with authority to make such a determination, the rest of the agreement shall remain in full force and effect and either of the parties may request immediate negotiations to seek agreement on a mutually satisfactory replacement for that invalidated or unenforceable portion. Throughout this contract, benefits provided to all state employees 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.

ARTICLE 17. NO STRIKE - NO LOCKOUT

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.

ARTICLE 18. MANAGEMENT RIGHTS

18.1. As provided by Montana statutes (39-31-303, M.C.A.), except as modified by this agreement, the employer shall have the prerogative to operate and manage its affairs in such areas as, but not limited to:

- a. directing employees;
- b. hiring, promoting, transferring, assigning and retaining employees;
- c. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;

- d. maintaining the efficiency of government operations;
- e. determining the methods, means, job classification, and personnel by which the employer's operations are to be conducted;
- f. taking whatever actions may be necessary to carry out the missions of the employer in situations of emergency; and
- g. establishing the methods and processes by which work is performed.

18.2. The retention of these rights does not preclude any employees of the union from filing a grievance or seeking a review of the exercise of these rights in a particular case.

18.3. Contracting for Services

The employer will notify the union as soon as they intend to undertake a study to contract out services that may affect the employment of members of the bargaining unit. It is the right of the bargaining unit to be able to submit to the employer any data, studies, expert testimony, and other such material that is relevant. The university and the union agree that LMC is the proper venue to discuss disagreements of contracted out services. The contracting out of bargaining unit work shall comply with rights and protections afforded to employees and unions under the Montana Collective Bargaining Act, Title 39, Chapter 31, Montana Code Annotated. The Employer shall not substantially reduce the work hours of a bargaining unit member as a result of subcontracting bargaining unit work without fulfilling any collective bargaining obligations required by state law.

ARTICLE 19. RETIREMENT

Retirement shall be governed by applicable state and federal statutes. The amount of the employee and employer contribution to the Public Employees Retirement System (PERS) and retirement benefits are governed by the provisions of 19-3-801, M.C.A., of the Montana statutes.

ARTICLE 20. TRAVEL EXPENSE

20.1. Travel Expenses

Travel expenses will be paid in accordance with state statute for in-state and out-of-state travel.

ARTICLE 21. MISCELLANEOUS

21.1. Staff Participation in Governance

The employer shall continue to grant non-academic membership on committees when in the best interest of the institution or when the function of the committee is affected with non-academic staff interests. Staff participation in governance shall not be regarded as an incursion in the area of exclusive representation which is the right of the bargaining agent. Nothing in this section requires the establishment of committees or the concurrence with any recommendations thereof.

ARTICLE 22. TERM OF AGREEMENT

22.1. 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 from year to year thereafter unless either party to this agreement notifies the other party in writing of their desire to modify or terminate the agreement.

ADDENDUM A -- WAGES

Effective October 1, 2011, members hired on or before September 30, 2011 shall receive a base pay increase of one (1) percent plus an annualized amount of \$500 added to the base salary. The annualized amount is prorated based on FTE.

Effective October 1, 2012, members hired on or before September 30, 2012 shall receive a base pay increase of two (2) percent plus an annualized amount of \$500 added to the base salary. The annualized amount is prorated based on FTE.

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 economic provisions of the contract for negotiations.

ADDENDUM B -- JOB TITLES

The following job titles are included in the bargaining unit:*

Accounting Associate I, II, & III
Administrative Associate I, II, III, & IV
Admissions Evaluator
Boiler Operator
Certified Locksmith
Collection Tech I & II
Cook I
Culinary Associate I
Custodian I & II
Duplicate Services Supervisor
Employment Services Coordinator I
Financial Aid Specialist I
Groundskeeper I, II, III
Library Clerk
Library Tech I & II
Mail Clerk / Carrier I
Maintenance Supervisor I
Maintenance Worker I & II
Painter
Plumber
Payroll/Benefits Tech I & II
Preschool Teacher
Program Assistant
Program Coordinator I & II
Statistician
Storekeeper

* Generally included in the bargaining unit shall be non-managerial, non- information technology, non-supervisory positions on the MUS classified pay plan (subject to the terms of Article 1.1). If a dispute arises, the parties preserve their rights to the unit clarification process through the Board of Personnel Appeals.

Management agrees to review the position classification for all positions in the bargaining unit and report the findings or outcomes to the Labor-Management Committee.

ADDENDUM C -- REQUEST FOR MODIFIED WORK HOURS

I hereby request a temporary modification of my work hours for the time period beginning _____ and ending on _____.

The requested work hour modification is _____.

The reason for this request is _____

Submitted by: _____
Employee's Signature

Date: _____

Approved _____

Disapproved _____

Supervisor's Signature

Date: _____

- c: Personnel File
- Union President
- Director of Business Services

ADDENDUM D MEMORANDUM OF UNDERSTANDING – RECRUITMENT AND RETENTION

In order to mitigate difficult recruitment problems and to retain employees, the following job titles, upon mutual agreement between the union and management, shall be subject to a pay exception:

- Maintenance Plumber
- Equipment Mechanic
- Painter Journeyman
- Maintenance Carpenter
- Electrician Journeyman
- Certified Locksmith
- Boiler Operator
- Custodians

The pay exception terms will be determined and mutually agreed upon by union and management when deemed necessary.

DATED this 15th day of November, 2011.

FOR THE MONTANA UNIVERSITY SYSTEM:



Commissioner of Higher Education

FOR THE UNION:



Field Representative, AFSCME

President, Local 2235

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