

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**LIUNA LOCAL #1686**

**AND THE**

**MONTANA UNIVERSITY SYSTEM**

**JULY 1, 2009 THROUGH JUNE 30, 2011**

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PREAMBLE

This agreement is made and entered into by and between the Montana University System, hereinafter referred to as the Employer, and LIUNA Local #1686, 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 I. SAVINGS CLAUSE

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

ARTICLE II. 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 provisions of the article on grievance and arbitration have not been fulfilled in good faith, unless pre-budget bargaining has culminated in a bona fide mutually declared impasse on wages pursuant to § 39-31-307, Mont. Code Ann.

ARTICLE III. NONDISCRIMINATION

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

#### ARTICLE IV. SCOPE OF THE BARGAINING UNIT

Classifications mutually agreed to be within the bargaining units are in the attached addendum. The Employer recognizes the Union as the sole and exclusive representative of those employed in classifications within the bargaining unit.

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 discontinuance of full-time employment of any permanent employee or of any permanent part-time employee.

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 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.

A temporary employee is one whose employment is not intended to be permanent and is limited by an appointment for a specified time period. A temporary employee shall receive a rate of pay commensurate with the job classification he/she would be in if he/she were a permanent employee. Employees who work more than 30 calendar days shall, as a condition of continued employment, pay the bargaining agent a representation fee or dues. Employees who have completed their probationary period, as a condition of employment, shall pay the bargaining

agent a representation fee in lieu of monthly dues and initiation fees. The Employer shall notify the employee and the bargaining agent when the employee has worked 30 calendar days. The employee shall have seven calendar days from receipt of the notice to comply with this requirement or the employee shall be discharged.

## ARTICLE V. RIGHTS OF THE UNION

### 1. Payment of Dues or an Equivalent Contribution

#### a. Condition of Continued Employment

All present employees covered by this agreement who do not make applications for membership in the Union within 30 calendar days of the effective date of this agreement shall, as a condition of employment, pay to the Union a representation fee in lieu of monthly dues and initiation fees for 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 if the employee fails to comply after seven calendar days from the 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 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.

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 15th of the succeeding month, after such deductions are made.

c. Indemnification

The union shall protect the Employer against any liability on account of actions taken by the Employer in compliance with the collective bargaining agreement for the purpose of complying with the agency shop and/or dues checkoff provisions included in the agreement.

2. Appointment of Shop Steward of Union

The union shall 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

Each employee covered by this agreement shall have the right to have a representative of the Union 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. Notice of Changes in Bargaining Unit

The Employer shall furnish a monthly listing of the names and positions of all new hires and terminations to the appropriate union offices.

b. Visiting Work Areas

The authorized representative of the Union, which will be limited to the business agent or duly appointed steward, shall have access to the job during working hours for official business after notifying the personnel office of the work areas to be visited. Any such visit may not unduly disrupt work in progress.

c. 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 union shall be responsible for providing copies of the agreement for employees and the Employer shall be responsible for providing copies for the supervisors.

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.

e. Policy Manual

The union shall be furnished, upon request, a copy of any official policy of the Employer relating to the terms and 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 in accordance with campus regulations.

g. Campus mail and email

The Union shall have the right to use campus mail and email for the transmittal of Union newsletters, meeting notices and other membership information.

ARTICLE VI. MANAGEMENT RIGHTS

The union recognizes the prerogative of the Employer, subject to the terms of this agreement, to operate and manage its affairs in such areas as, but not limited to:

1. directing employees;
2. hiring, promoting, transferring, assigning and retaining employees;
3. relieving employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient or nonproductive;
4. maintaining the efficiency of the Employer's operations;
5. determining the methods, means, job classification, and personnel by which the Employer's operations are to be conducted;
6. taking whatever actions may be necessary to carry out the missions of the Employer in situations of emergency; and
7. establishing the methods and processes by which work is to be performed.

All rights and prerogatives of the Employer which are not specifically relinquished in this agreement shall be retained by the Employer.

ARTICLE VII. VACANCIES AND PROMOTIONS

Section A. Prior to Initial Hiring

No person may be hired by the Employer unless selected by means of an approved recruitment procedure, and no person may be considered as an applicant or employed who does not have the appropriate qualifications for the position.

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, reassigned to a different position or job title and the reassignment does not result in a vacancy for which a recruitment would be required, or promoted to the next step of an established career ladder.

Section C. Notice of Vacancies

The Employer shall post and publish notice of all job vacancies sufficiently in advance of the hiring date to afford all employees an equal opportunity to make application for the position. Posting and publication of notice of vacancies shall be accomplished in a manner consistent with the requirements of the Employer's nondiscriminatory recruitment procedure, except in the case of promotions which will be governed by approved career ladder policies and seniority rights.

Section D. Transfers

Custodians will be given an opportunity to indicate their preferred work area should the area become available. It is understood it is the Employer's right to make work assignments and modify those assignments in accordance with Article VI.

Section E. 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 F. Nepotism

Nepotism will be administered according to state statute.

Section G. Contracting for Services

It is the desire of the parties to preserve the work and job opportunities of the employees covered by this agreement. It is also, however, an obligation as well as a management prerogative of the Employer to maintain the efficiency of the Employer's operations and to determine methods and means by which those operations are to be conducted. The Employer shall not make any arrangement to contract with any outside firm which would result in the layoff of an employee without disclosure to the bargaining agent sufficiently in advance to accommodate discussion between the parties of the contemplated action. The Employer will require any subcontractor to employ an employee who has the skills required, if such employee is displaced because of such subcontractor.

Section H. Fixed Term Employees

Fixed-term employees may be used to replace permanent employees on long-term disability or other leave without pay, as well as to fill newly-created positions. At no time will fixed-term appointments be used to replace permanent positions with temporary positions, reduce the size of the permanent work force, or to jeopardize the job security and seniority of permanent employees.

A fixed-term employee is one whose employment is not intended to be permanent and with no expectation of employment beyond the period specified and in no event to exceed a period of one year. No fixed-term position may be changed to a permanent position without a recruitment, but any fixed term employee may apply for any permanent position for which a recruitment is being

conducted. Fixed-term employment may be discontinued without cause, but at least ten working days of notice of discontinuance shall be given. In no circumstance will the Employer force a break-in-service and then rehire the same employee on another fixed-term appointment. Fixed-term employment, where applicable, must be rates established by this agreement. Fixed-term employees do not earn seniority, and therefore have no preference rights over permanent employees in the event of a layoff.

ARTICLE VIII. TERMS AND CONDITIONS OF EMPLOYMENT

Section A. Probationary Period

The first six months of employment of any employee hired into a permanent position covered by this agreement shall be a period of probation. Upon achieving permanent status, the employee's seniority shall relate back to the date of hire in a permanent position. A probationary employee may be discharged without a warning letter and without cause and shall not have access to the grievance and arbitration procedure.

Section B. Seniority

1. Definition of Seniority

Seniority means a permanent employee's length of continuous service from his/her date of hire in a permanent position. Seniority date will be retained regardless of transfer or promotion to another bargaining unit position.

2. Seniority Rights

Layoffs caused by reduction in force shall be in order of seniority within a classification. The employee last hired within a classification shall be the first released. Employees who are scheduled to be released shall be given at least ten working days' notice (excepting that, for the Fiscal Year 2010-11 biennium only, the minimum notice is 30 days per the attached Addendums to this Agreement). All recalls to employment shall be likewise in order of seniority within a classification if the employee can perform the duties; that is,

the last employee released within a classification 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 notification, and if the employee fails to notify the Employer within ten calendar days of his/her intention to return to work, such employees shall be considered as having forfeited his/her right to reemployment. Employees shall be eligible for recall for up to one year from the date of layoff.

3. Not Transferable

Seniority is not transferable between unions or between campuses.

4. Seniority Roster

The Employer shall furnish and maintain a seniority roster.

5. Seniority in Promotions

Where qualifications of applicants are equal in other respects, an employee with seniority shall prevail.

Section C. 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. Any employee within the bargaining unit shall have the right to appear before the existing parking authority and suggest or propose parking improvements.

Section D. Employment Records

Any employee shall be entitled, upon request, to review his/her own official employee file with an Employer representative present. The employee may be accompanied by a union representative who may also review the employee's record. The authorized union representative may review an employee's official file with the written authorization of the employee.

Section E. 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 institution.

3. Required Courses

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

Section F. Meal Periods and Free Meals

No employee shall be scheduled to work more than five consecutive hours without being allowed a meal period, except in cases of emergency. 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 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 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. 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. Upon request, two custodians shall be assigned to perform tasks at heights of 12 feet or more such as changing light bulbs.

Section I. Safety Meetings

There will be monthly meetings of bargaining unit employees during which safety issues will be discussed, as long as safety issues have been identified by employees or the Employer.

Section J. Prescription Safety Glasses

Prescription safety glasses will be furnished by the Employer when normal job duties require such safety precautions. The Employer retains the authority to establish reasonable rules and procedures regarding frequency of issue, replacement of damaged glasses, limits on reimbursement costs and coordination with the Employer's vision plan.

Section K. 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 L. 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 any unreasonable portion of the work of the absent employee in addition to his/her own work assignments.

## ARTICLE IX. EMPLOYEE BENEFITS

### Section A. Annual Vacation Leave

Employees shall be eligible for annual vacation leave in accordance with state statute (§§ 2-18-611 through 617, Mont. Code Ann.), a copy of which is attached in Addendum C.

#### 1. Extension by Leave Without Pay

A leave of absence without pay may be used to extend regular vacation with prior approval of the supervisor.

#### 2. Vacation Seniority Rights

Seniority will rule in determining an employee's vacation. Once an employee's vacation leave date(s) have been approved, the date(s) may not be bumped by a senior employee.

#### 3. Split Vacation

Vacation time may be taken on a split vacation basis. Vacation shall not be limited to a particular time or season.

### Section B. Sick Leave

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

#### 1. Definitions

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

employee's immediate family requiring the attendance of the employee, until professional or other attendance can be obtained; or the death of a member of the employee's immediate family. The employee's immediate family shall consist of: spouse, parents, grandparents, grandchildren, brothers, sisters, children, household dependents, and the same relatives of the employee's spouse in the like degree.

2. Reporting of Sick Leave

An employee on sick leave shall inform the supervisor of the fact as soon as possible. Advancing sick leave credits after an employee's earned sick leave credits have been expended is expressly prohibited.

3. 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. A physician's certificate may also be requested to verify an employee's readiness to return to work.

4. 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.

5. Workers' Compensation Payments

Because an employee's pay continues while on sick leave, no employee is entitled to both sick leave and Workers' Compensation. An employee injured on the job has the option of taking either sick leave or Workers' Compensation payments.

6. Emergency Leave

Emergency leave is defined as a necessary absence due to the serious illness of a member of the immediate family until other attendance can be reasonably obtained or the death of a member of the immediate family. Emergency leave shall be charged against an employee's sick leave credits. The employee's immediate family shall consist of: spouse, parents, grandparents, grandchildren, brothers, sisters, children, household dependents, and the same relatives of the employee's spouse in like degrees.

Section C. Military Training Leave

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

Section D. Jury Duty or Witness Leave

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

Section E. Leaves of Absence Without Pay

1. Discretionary Leave

Any employee desiring leave of absence without pay shall secure advance approval from the Employer. Approval of any leave without pay for five or more days shall be obtained in writing from the supervisor. Neither vacation nor sick leave credits accrue during a leave of absence without pay. If the leave exceeds 15 days, the Employer's contribution to health 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. Seniority will cease to accrue during leave without pay in excess of 30 days except if the leave is because the employee was called to active duty.

2. Disability

In the event that an employee becomes incapable of performing the regular duties of the employee's position, sick leave, annual leave and a cumulative six months of leave without pay have been exhausted without correction or removal of the disability, then the Employer may discontinue the employment permanently and recruit a permanent replacement for the person. Upon written request to the campus human resource office, the period of medical leave may be extended an additional six months. If the disability is not correctable, the Employer may terminate the employee prior to the exhaustion of the maximum six months of leave without pay. Nothing in this section alters the employee's and employer's rights and obligations under the Americans with Disabilities Act.

3. Public Service Leave

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

4. 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 30 days after the initiation of this agreement.

Section F. Maternity Leave

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

Section G. 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 - In even numbered years

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

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

2. Additional Day Off

Any full-time employee who is scheduled for a day off on a day which is observed as a holiday shall be entitled to receive a day off either on the day preceding or following the holiday, whichever allows a day off. Upon the agreement of the employee and the

Employer, an alternate day off which is agreeable to the employee may be authorized in lieu of the day preceding or following the holiday.

3. Part-Time Holiday Pay

Permanent part-time employees shall be granted holiday pay on a pro rata basis.

4. 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. 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.

5. Holidays Not Leave Time

Holidays, including those allowed in lieu of the actual holiday, that fall during a period that an employee is on sick leave or vacation leave shall be charged as a holiday and not taken off accumulated sick or vacation leave.

6. 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 as long as they comply with Section H.4 of this article. Any employee indefinitely laid off or terminated five calendar days or less prior to any above-mentioned holidays shall receive pay for that holiday.

7. 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. Holiday pay is paid for the actual holidays listed in H.1 and not for the observed day.

Section H. 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 I. Retirement

Retirement shall be governed by applicable state and federal statutes. The amount of the employee and Employer contributions, retirement benefits and other details shall be governed by the provisions of Title 19, Chapter 3 of Montana statutes.

Section J. Union Pension Fund

Any unit of the University System at which a substantial majority of employees (at least 75%) covered by this agreement desire to participate in the Union Pension Fund shall execute the required trust agreement and make appropriate payment to the fund in lieu of wages. The amount and method of calculating the deduction shall be determined by mutual agreement.

Section K. Protective Clothing or Uniforms

The Employer shall furnish a minimum of two uniforms or coveralls per year. 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 L. Tools Provided

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

Section M. Group Insurance

The Employer contribution to health insurance for eligible employees shall be in accordance with state statute (§ 2-18-703, Mont. Code Ann.). In the event an employee sustains a Workers'

Compensation injury while employed at a unit of the university system, the employee is eligible to receive up to four months of the Employer's contribution towards group health insurance. Employees who have been employed for less than four years are eligible to receive this benefit once in a two year period. Employees who have been employed for four or more years are eligible to receive the benefit twice in a two-year period. For purposes of this benefit, the two-year period shall commence at the time of injury.

Section N. Travel

In the event an employee covered by this agreement is required to travel, the Employer will comply with State law governing travel and business expenses.

Section O. References to Statutes in the Agreement

Throughout this agreement, benefits provided to state employees by statute are summarized. These benefits and provisions 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.

Section P. Bargaining Pool Leave

Unless work assignments require otherwise, the Employer shall grant reasonable leaves of absence with pay to employees who serve on the Union's negotiating team to attend negotiations 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 attending negotiations. Should bargaining pool leave require the Employer to pay time-and-a-half rates, the bargaining pool shall be charged time and a half.

Section Q. Dependent Partial Tuition Waiver

Subsection A. 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, and financially dependent children as defined by the Internal Revenue Code who are unmarried and under age 24.

**Subsection B. 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 X. GRIEVANCE PROCEDURE**

**Section A. Definition of Grievance**

A grievance is any controversy between the parties to this agreement which pertain to:

1. any matter involving interpretation of this agreement; and
2. any matter involving a violation of any of the provisions of this agreement.

**Section B. Timeframes**

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days excluding Saturday and Sunday which are not designated as holidays. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedures. Any grievance must be presented to the union within twenty (20) days of occurrence. Within ten (10) days of notification of the grievance, the union shall present the grievance to the appropriate supervisor in writing. Any grievance which is not filed within these time limits shall be invalid and without further recourse.

Section C. Steps of the Grievance Procedure

Step 1: Within five days of receipt of the grievance by the supervisor, the supervisor, the employee grievant, and union steward shall discuss the grievance and make every reasonable effort to resolve the grievance.

Step 2: If unresolved within five days, the grievance shall be presented in writing to the head of the department where an attempt shall be made to resolve the grievance within five days.

Step 3: 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 personnel office. The personnel office shall have ten days from receipt of the grievance to respond in writing.

Step 4: Grievance Committee Within ten days from receipt of the personnel office response the bargaining agent may submit a written request 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 three members selected by management and three members selected by the bargaining agent to hear the grievance. No employee of the unit from which the grievance originated may be selected by management or the bargaining agent to serve on the committee. The grievance committee shall conduct the hearing at the unit from which the grievance originated and shall arrive at a decision within ten working days following the date upon which the grievance is heard by the committee. Any decision concurred in by a majority of the members of the grievance committee is final and binding and may not be appealed to arbitration.

The bargaining agent and the Commissioner of Higher Education may, by mutual agreement, bypass the grievance committee process. In such cases, the grievance shall, at the request of the bargaining agent, be submitted to arbitration in accordance with Section D.

Section D. 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 ten working days following the date of the grievance committee hearing, the bargaining agent and the employee grievant may submit the matter to arbitration by giving written notice of intention to arbitrate to the campus personnel office and the Commissioner of Higher Education within ten days from the date the committee decision was due. Upon the receipt of the request to arbitrate the parties will initiate procedures to select an impartial arbitrator. In the alternative, upon written request of the Commissioner of Higher Education or the bargaining agent, an additional 15 days shall be granted prior to the selection of the arbitrator to allow the Commissioner or the bargaining agent 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 a request for arbitration or upon the expiration of the 15-day extension granted the Commissioner or the bargaining agent, the parties shall attempt to mutually agree to an acceptable impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of names of seven potential arbitrators. Each party shall alternately strike names and the remaining name shall be the arbitrator.

Section E. Arbitrator's Authority

The arbitrator shall not have the power to detract, modify or amend this agreement in any way.

Section F. Decisions Binding

The decision of the arbitrator shall be binding upon all parties concerned.

Section G. Expenses

Each party shall bear the fees and expenses of the presentation of its own case. The fees and expenses of the impartial arbitrator shall be shared equally between the parties.

Section H. Transcript Costs

In the event one of the parties to the arbitration wants a transcript of the arbitration proceedings, the party requesting the transcript shall pay the cost of such transcript.

Section I. Election of Remedies

Employees who file complaints alleging unlawful discrimination or other unlawful conduct under administrative, state or federal complaint procedures may not file a contractual grievance over a similar matter and the Employer shall be under no obligation to process any contractual grievances which may be filed.

Section J. Grievance Mediation

Upon mutual agreement, grievance mediation may be used by the parties prior to or in lieu of arbitration.

ARTICLE XI. DISCONTINUANCE OF EMPLOYMENT

Section A. Discharge or Suspension

The Employer shall neither discharge nor suspend any employee without just cause. Prior to a discharge or suspension of a permanent employee, such employee shall be given at least one written warning notice prior to discharge or suspension, except the parties agree there are certain types of misconduct which may appropriately result in immediate discharge or suspension and no warning letter will be required in such instances. The Employer after having discharged any employee under the terms of this agreement shall furnish to the employee and the Union in writing a full, succinct and complete statement of the reasons for discharge.

1. Warning Letters

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. Warning letters are subject to the grievance procedure.

2. Appeal

Appeal from discharge or suspension must be taken within ten days' written notice to the personnel director or designated management grievance officers.

ARTICLE XII. JURISDICTIONAL DISPUTES

If a jurisdictional dispute arises, it shall first be submitted to local business agents for settlement and then if no understanding of the agreement is reached within 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 XIII. COMPENSATION

Section A. Wages

Compensation shall be governed by Addenda A, B, and C.

Section B. Overtime

Employees required to work in excess of 40 hours in any week will be compensated at the rate of

one and one-half times their normal rate of pay for additional time worked. Employees shall not be required to suspend work during regular scheduled hours to absorb overtime. Overtime shall be paid in half-hour increments.

1. Voluntary Overtime

When nonemergency overtime is available it shall be offered to qualified and eligible bargaining unit employees on a rotating basis. Employees may not be allowed to work two regular consecutive shifts.

2. Required Overtime

Except in cases of emergency, no employee shall be required to work in excess of 48 hours in a work week. The Employer's right to require overtime when no qualified employee volunteers to work overtime shall be exercised in reverse order of seniority. The Employer may employ persons outside of the bargaining unit in lieu of assigning overtime if no bargaining unit employee is eligible and willing to work overtime.

3. Emergency Overtime

The Employer may make whatever overtime assignments considered necessary in emergency situations. It is understood that a staff shortage which is the result of a scheduled vacation does not constitute an emergency for purposes of this article.

4. Approval Required

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. Time Worked

For purposes of computing the 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.

6. Training and Travel Time/FLSA Standards

Overtime pay for required travel and training shall be in accordance with the Fair Labor Standards Act (FLSA). Unless otherwise specifically provided for herein, overtime provisions shall be administered in accordance with the FLSA.

Section C. Call Outs

Any call back to work in excess of an eight hour day or 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.

Section D. Longevity Pay

Effective October 1, 1999, each employee who has completed five years of uninterrupted state service shall receive 1.5% of their base salary multiplied by the number of completed, continuous five-year periods of uninterrupted state service, in accordance with state statutes, for the first, second, fifth and sixth increments, and shall receive 2% for the third and fourth increments.

Section E. Work Day/Workweek

1. Work Day

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

2. Workweek

The basic straight-time work week shall consist of 40 hours to be worked in five consecutive days within the calendar week, Sunday through Saturday.

3. Nothing in this section is to be construed to prevent the parties from agreeing to an alternative straight time work day or work week such as but not limited to four ten-hour work days at straight time.

Section F. 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 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. The employing campus may establish lower maximums.

3. Use of Compensatory Time

An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time. Seniority will rule if more than one employee applies for the same day off.

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.

5. The existence of this option will not cause a change in the method used to make overtime assignments.

Section G.     Show Up

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

Section H.     Temporary Assignment to Higher Classification

Employees may be temporarily assigned 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 at the beginning of the assignment as to the anticipated duration of the temporary promotion, and the wage rate to be received during the temporary promotion. The employee will return to their former position and salary at the end of the temporary promotion.

Employees may be temporarily assigned to a higher graded position in accordance with this section for up to three\* consecutive days before becoming eligible to receive a temporary salary increase. In the event of such a temporary assignment in excess of three\* consecutive days, the increase shall be from the first day.

\*For employees in Missoula, the period is two consecutive days (see Addendum C)

ARTICLE XIV.     CONTRACT TERM

This agreement shall be in full force and effect from July 1, 2009, to and including June 30, 2011. This entire agreement shall be considered as renewed from year to year after June 30, 2011, unless either party to this agreement notifies the other party in writing at least 90 days prior to June 30, 2011, of their desire to modify this agreement.

## **ADDENDUM A**

### **MONTANA STATE UNIVERSITY-BILLINGS**

The following provisions are only applicable to employees covered by this agreement at Montana State University-Billings.

#### **1. SCOPE OF BARGAINING UNIT**

The bargaining unit shall include the following job titles at Montana State University-Billings:

Custodian I and II

Custodial Supervisor I

Groundskeeper I, II, and III

Maintenance Tech and/or Maintenance Worker series

#### **2. PAY SCHEDULE**

Employees at Montana State University-Billings are subject to the Montana University System Staff Compensation Plan.

#### **3. WAGES**

Effective July 1, 2010, the minimum base wage will be \$10 per hour. Other than this wage adjustment to raise employees to \$10 per hour, there will be no other base wage increases during the term of the contract.

Effective upon ratification, every employee who was employed in the bargaining unit as of June 30, 2009, and whose base wage is less than \$45,000 per year will receive a one-time payment of \$450. Part-time employees who work at least half time, and whose hourly wage is at or below the same amount (\$21.634 per hour) will receive a one-time payment of \$225.

If the Montana University System negotiates a general wage increase with any other bargaining unit for the term of this Agreement, the employer agrees to open the wage provision of the Laborer's agreement for negotiations.

#### **4. LAYOFF NOTICE**

Article VIII; Section B2; layoff notice: For Fiscal Years 2010 and 2011 only, because of unusual fiscal difficulties in the Montana University System, the employer agrees to provide employees who are scheduled to be released with 30 calendar days' notice instead of 10 working days' notice (this additional amount of notice expires on June 30, 2011).

## **ADDENDUM B**

### **MONTANA STATE UNIVERSITY-BOZEMAN**

The following provisions are only applicable to employees covered by this agreement at Montana State University-Bozeman.

#### **1. SCOPE OF BARGAINING UNIT**

The bargaining unit shall include the following job titles at Montana State University-Bozeman:

- Custodian I and II
- Custodial Supervisor I
- Groundskeeper I, II and III
- Maintenance Worker series
- Equipment Operator series

#### **2. PAY SCHEDULE**

Employees at Montana State University-Bozeman are subject to the Montana University System Staff Compensation Plan.

#### **3. SHOP STEWARDS**

Within the Facilities Services department the Union may appoint up to three stewards, including no more than one steward on the graveyard shift, and no more than two stewards on the swing shift.

The union may appoint one steward from within the Student Union Building department.

#### **4. WAGE DIFFERENTIAL**

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

selection of the employee(s) to be given the responsibility for asbestos abatement is at the complete discretion of the Employer. The Employer will give an employee 30 calendar days notice before discontinuing the employee's assignment for asbestos abatement. Such discontinuance is not grievable.

## 5. WAGES

Effective July 1, 2010, the minimum base wage will be \$10 per hour. Other than this wage adjustment to raise employees to \$10 per hour, there will be no other base wage increases during the term of the contract.

Effective upon ratification, every employee who was employed in the bargaining unit as of June 30, 2009, and whose base wage is less than \$45,000 per year will receive a one-time payment of \$450. Part-time employees who work at least half time, and whose hourly wage is at or below the same amount (\$21.634 per hour) will receive a one-time payment of \$225.

If the Montana University System negotiates a general wage increase with any other bargaining unit for the term of this Agreement, the employer agrees to open the wage provision of the Laborer's agreement for negotiations.

## 6. LAYOFF NOTICE

Article VIII; Section B2; layoff notice: For Fiscal Years 2010 and 2011 only, because of unusual fiscal difficulties in the Montana University System, the employer agrees to provide employees who are scheduled to be released with 30 calendar days' notice instead of 10 working days' notice (this additional amount of notice expires on June 30, 2011).

## **ADDENDUM C**

### **UNIVERSITY OF MONTANA -- MISSOULA**

The following provisions are only applicable to employees covered by this agreement at the University of Montana – Missoula:

#### **1. WAGES**

Effective July 1, 2010, the minimum base wage will be \$10 per hour. Other than this wage adjustment to raise employees to \$10 per hour, there will be no other base wage increases during the term of the contract.

Effective upon ratification, every employee who was employed in the bargaining unit as of June 30, 2009, and whose base wage is less than \$45,000 per year will receive a one-time payment of \$450. Part-time employees who work at least half time, and whose hourly wage is at or below the same amount (\$21.634 per hour) will receive a one-time payment of \$225.

If the Montana University System negotiates a general wage increase with any other bargaining unit for the term of this Agreement, the employer agrees to open the wage provision of the Laborer's agreement for negotiations.

#### **2. WORK DAY**

The work week shall be common among all employees. The normal work day shall be between 7 a.m. and 5:30 p.m. with the exception of differing schedules for snow removal and street sweeping. By mutual agreement between the union and the supervisor(s) the regularly scheduled shift may be modified.

#### **3. LAYOFF NOTICE**

Article VIII; Section B2; layoff notice: For Fiscal Years 2010 and 2011 only, because of unusual fiscal difficulties in the Montana University System, the employer agrees to provide employees who are scheduled to be released with 30 calendar days' notice instead of 10 working days' notice (this additional amount of notice expires on June 30, 2011).

#### 4. TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION

Article XIII, Section H:

Employees may be temporarily assigned 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 at the beginning of the assignment as to the anticipated duration of the temporary promotion, and the wage rate to be received during the temporary promotion. The employee will return to their former position and salary at the end of the temporary promotion.

Employees may be temporarily assigned to a higher graded position in accordance with this section for up to two consecutive days before becoming eligible to receive a temporary salary increase. In the event of such a temporary assignment in excess of two consecutive days, the increase shall be from the first day.

**ADDENDUM D**  
**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 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 6 calendar months.

(2) Seasonal employees shall earn vacation credits. However, such persons must be employed 6 qualifying months before they may use the vacation credits. In order to qualify, such employees must immediately report back for work when operations resume in order to avoid a break in service.

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

(4) An employee may not accrue annual vacation leave credits while in a leave-without-pay status.

(5) Temporary employees 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 6 months may count as earned leave credits for the immediate term of temporary employment.

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

Years of employment	Working days credit
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

(2) (a) For the purpose of determining years of employment under this section, an employee eligible to earn vacation credits under 2-18-611 must be credited with 1 year of employment for each period of:

(i) 2,080 hours of service following his date of employment; an employee must be credited with 80 hours of service for each biweekly pay period in which he is in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in the pay period; or

(ii) 12 calendar months in which he was in a pay status or on an authorized leave of absence without pay, regardless of the number of hours of service in any one month. An employee of a school district, a school at a state institution, or the university system must be credited with 1 year of service if he is employed for an entire academic year.

(b) State agencies, other than the university system and a school at a state institution, must use the method provided in subsection (2)(a)(i) to calculate years of service under this section.

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

(1) having been ordered on active duty with the armed forces of the United States;

(2) voluntary service on active duty in the armed forces or on ships operated by or for the United States government; or

(3) direct assignment to the United States department of defense for duties related to national defense efforts if a leave of absence has been granted by the Employer.

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

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

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

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

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

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

**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) 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 he 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, he 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.

(6) 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 any sick leave for which the employee has previously been compensated.

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

(8) An employee may contribute any portion of his 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 his 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.

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

**2-18-619. Jury duty -- service as witness.** (1) Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid him by the court.

(2) An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid him by the court.

(3) Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

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

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

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

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

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

**10-1-604. Leave of absence of public employees attending training camp or similar training program.** A state, city, town, or county employee who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 15 working days in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time.

**49-2-310. Maternity leave -- unlawful acts of Employers.** It shall be unlawful for an Employer or his agent to:

- (1) terminate a woman's employment because of her pregnancy;
- (2) refuse to grant to the employee a reasonable leave of absence for such pregnancy;
- (3) deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her Employer, provided that the Employer may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or
- (4) require that an employee take a mandatory maternity leave for an unreasonable length of time.

**ADDENDUM E**

**GRIEVANCE FORM**

1. Name of employee grievant: \_\_\_\_\_

2. Date(s) alleged grievance occurred: \_\_\_\_\_

3. Name(s) of administrator(s) involved in violation of contract on which grievance is based: \_\_\_\_\_

4. Articles and sections of contract which were violated (quote specific language): \_\_\_\_\_

5. Summary and explanation of grievance: \_\_\_\_\_

6. Witnesses: \_\_\_\_\_

7. Documents (identify here and attach): \_\_\_\_\_

8. Remedy requested: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Employee Grievant

\_\_\_\_\_  
Signature of Union Representative

## **ADDENDUM F**

### **PENSION CONTRIBUTIONS**

Effective April 1, 1996, the Employer shall forward to the Union Pension Fund the amount of six cents (\$0.06) for each compensable hour of employment, in lieu of wages, for each bargaining unit member employee covered by this Agreement and working for The University of Montana-Missoula.

Effective February 5, 1996, the Employer shall forward to the Union Pension Fund the amount of ten cents (\$0.10) for each compensable hour of employment, in lieu of wages, for each bargaining unit member employee covered by this Agreement and working for Montana State University-Billings. The contribution shall increase to 25 cents (\$0.25) effective January 25, 2002.

Effective September 1, 2000, the Employer shall forward to the Union Pension Fund the amount of seven cents (\$0.07) for each compensable hour of employment, in lieu of wages, for each bargaining unit member covered by this Agreement and working for Montana State University-Bozeman.

Contributions forwarded to the Union Pension Trust Fund as set forth in this Agreement are based on the following understanding.

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

Nothing contained in this or any other agreement or document precludes or prejudices the rights of the Employer from asserting that it has no liabilities under the provisions of the Employer Retirement Income Security Act (ERISA) or other applicable laws, rules or regulations in the event of a partial or complete withdrawal or termination from the Union Pension Plan or for the insolvency of such fund, including any such assertions that may be done under Section 414 (h) of the IRS Code.

The Employer shall forward contributions for collection periods consisting of each calendar month. The total amount due for each collection period shall be remitted in lump sum by the 20<sup>th</sup> day of the month following the end of each collection period. It is understood and agreed that the calendar year for collections shall begin with the first day of the first full pay period of January of each year.

In compliance with state and federal laws and regulations, the Employer agrees to sign a pension participation agreement and other form of documents (as furnished by the Union) that may be

necessary to effectuate and continue in existence the pension plan, to abide by such rules as may be established by the trustees of said trust fund to facilitate the determination of the hours for which contributions are due, the amount and orderly collection of such accounts, and the accurate reporting and recording of such amounts paid on account of each Employer of the unit.

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


## **MEMORANDUM OF UNDERSTANDING**


If the Montana University System negotiates a general wage increase with any other bargaining unit for the term of this Agreement, the employer agrees to open the wage provision of the Laborers agreement for negotiations.

DATED this 18th day of December, 2009.

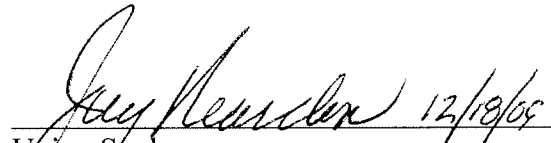
FOR THE MONTANA UNIVERSITY

FOR : LIUNA LOCAL #1686

  
Commissioner of Higher  
Education

 12-18-09  
Union Spokesperson

  
Chief Spokesperson

 12/18/09  
Union Spokesperson

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