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**IDnum** 272    **Language** English    **Country** United States    **State** MT

**Union** IBEW (International Brotherhood of Electrical Workers)

**Local** 532, 768

Occupations Represented
Electrical and electronics engineers, except computer
Electricians

**Bargaining Agency** Montana University System

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 2001    **EndYear** 2003

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**Notes**

**Contact**

**Full text contract begins on following page.**

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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS**  
**AND THE**  
**MONTANA UNIVERSITY SYSTEM**  
**JULY 1, 2001 THROUGH JUNE 30, 2003**

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## **PREAMBLE**

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the Montana University System with units at Missoula, Bozeman, and Billings, Montana, hereinafter referred to as the employer, and the International Brotherhood of Electrical Workers, Locals #532 and 768, hereinafter referred to as the bargaining agent, and is for the purpose of mutually establishing the rights of the parties and the terms and conditions of employment of all of those employees covered by this agreement, and the parties hereto mutually agree as follows:

# **ARTICLE 1**

## **RECOGNITION**

### ***1.1 RECOGNITION***

The employer recognizes the bargaining agent as the sole and exclusive representative of those employed in classifications within the bargaining unit for purposes of bargaining with the employer regarding terms and conditions of employment and representing the interests of those employees consistent with the terms of this agreement. Classifications and job titles mutually agreed to be within the bargaining unit are in the attached addendum designated by the appropriate university unit.

### ***1.2 EXCLUDED EMPLOYEES***

Temporary, student, and part-time irregularly scheduled employees shall be excluded from this agreement so long as 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. Temporary employees who work in classifications covered by this agreement in excess of three (3) consecutive months shall, as a condition of continued employment, pay the bargaining agent a representation fee to be established by the union in lieu of initiation fees and monthly dues as a contribution toward the administration of this agreement. The employer shall notify the employee and the bargaining agent when the temporary employee has worked three (3) consecutive months. The employee shall have seven (7) calendar days from receipt of notice to comply with this requirement or the employee shall be discharged. The employer agrees that it will not interrupt a temporary employee's length of service solely to circumvent the provisions of this section.

## ARTICLE 2

### RIGHTS OF BARGAINING AGENT

- [APPOINTMENT OF EMPLOYEE REPRESENTATIVE OF BARGAINING AGENT](#)
- [UPHOLDING BARGAINING AGENT PRINCIPLES](#)
- [REPRESENTATION BY THE BARGAINING AGENT](#)
- [RIGHTS TO NOTICE AND COMMUNICATION](#)

#### **2.1 BARGAINING AGENT SECURITY**

##### A. Payment of Dues or Representation Fee

All present employees covered by this agreement who are not members of the bargaining agent's labor organization who do not make application for membership therein within the thirty (30) calendar days of the effective date of this agreement shall, as a condition of continued employment, pay to the bargaining agent a representation fee to be established by the union in lieu of initiation fees and monthly dues as a contribution toward the administration of this agreement. New employees shall be allowed thirty (30) calendar days after employment in which to comply with this requirement. Any person who fails to comply with this requirement shall be discharged by the employer within seven (7) calendar days after receipt of written notice from the bargaining agent.

##### B. Employee's Rights to Dues Checkoff

The employer agrees, upon receipt of written authority from the employee, to deduct from the pay of the employee the monthly amount of dues, or service fee in lieu of dues, as certified by the appropriate officer of the bargaining agent. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the appropriate officer of the bargaining agent by the 15<sup>th</sup> of the succeeding month.

##### C. Exemption from Dues

Employees may be exempted from the requirement to pay dues or service fees in accordance with 39-31-204, M.C.A., a copy of which is attached in Addendum B.

##### D. Indemnification

The bargaining agent will indemnify the employer against any loss or damages which may result from actions taken by the employer for the purpose of complying with the dues deduction or agency shop provision of this agreement.

#### **2.2 APPOINTMENT OF EMPLOYEE REPRESENTATIVE OF BARGAINING AGENT**

The bargaining agent shall have the right to appoint an employee representative in designated departments who shall be recognized by the employer as having authority to report irregularities in interpretation or application of this agreement to the bargaining agent and to assist the staff of the bargaining agent in the adjustment of grievances. Said representative shall not be discriminated against for discharging duties assigned by the

bargaining agent, it being understood that performance of such duties shall not materially interfere with performance of the employee's normal duties.

### **2.3 UPHOLDING BARGAINING AGENT PRINCIPLES**

No employee shall be discriminated against for upholding union principles that constitute protected activity under the Collective Bargaining Act.

### **2.4 REPRESENTATION BY THE BARGAINING AGENT**

Each employee covered by this agreement shall have the right to have a representative of the bargaining agent present when disciplinary action is contemplated or when an employee's violation may result in discharge. It shall be the responsibility of the employee to ensure that the bargaining agent representative is notified and is present at any such discussion.

### **2.5 RIGHTS TO NOTICE AND COMMUNICATION**

#### A. Notice of Changes in Bargaining Unit

The employer shall inform the bargaining agent of any contemplated or impending changes in the composition (e.g., number or type of positions) of the bargaining unit including but not limited to the following.

- 1. Bargaining Unit List:** The employer shall furnish the bargaining agent with a monthly list of the names and date of hire of newly hired employees in the bargaining unit and a list of temporary employees newly hired into classifications covered by this agreement.
- 2. Layoffs:** The bargaining agent shall be given a least ten (10) working days' notice of any anticipated layoff other than a scheduled layoff of any employee in the bargaining unit.
- 3. Change in Job Titles or Classification:** Notice of any intent to add or delete classifications or job titles shall be given by the employer to the bargaining agent. No employee shall be reclassified or reallocated to a lower classification until the employer has notified the bargaining agent sufficiently in advance to allow comment or appeal.

#### B. Seniority List

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

#### C. Visiting Work Areas

The authorized representative of the bargaining agent may visit members of the bargaining agent in work areas during work hours with approval from the appropriate supervisor and the personnel officer. Such approval shall not be withheld arbitrarily.

#### D. Bulletin Boards

The bargaining agent shall have the right to use specified bulletin boards and regular posting areas for posting of official business notices.

#### E. Policy Manual

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

#### F. Meeting Rooms

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

#### G. 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 for supervisors and management.

## **ARTICLE 3**

### **WORK STOPPAGES**

#### **3.1 WORK STOPPAGES**

There shall be no strikes, slowdowns, or other work stoppages on the part of the bargaining agent, and there shall be no lockouts by the employer during the term of this agreement, unless good faith bargaining has culminated in a bona fide mutual impasse on wages pursuant to Section 39-31-307, M.C.A., or there has been legislative action denying funds for agreements on wages resulting from pre-budgetary negotiations. In the event of a grievance involving a change of working conditions, all work shall continue without interruption and the wages, hours and working conditions prevailing prior to the change shall be immediately reinstated and maintained until a decision is reached. All grievances shall be handled in accordance with the provisions of Article 12.

## ARTICLE 4

### NONDISCRIMINATION

- [BARGAINING AGENT OBLIGATION](#)
- [EMPLOYEES COVERED](#)

#### **4.1 COOPERATIVE EFFORT**

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

#### **4.2 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 handicaps or sex when the reasonable demands of the position do not require an age, physical or mental handicap or sex distinction.

#### **4.3 BARGAINING AGENT OBLIGATION**

The bargaining agent 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 handicap, race, religion, color, or national origin, nor will the bargaining agent discriminate in any way against any member of or applicant to the bargaining agent, organization or applicant to or employee of the employer.

#### **4.4 EMPLOYEES COVERED**

The terms of this article shall apply to all employees covered by this agreement.

## ARTICLE 5

### MANAGEMENT RIGHTS

#### 5.1 *MANAGEMENT RIGHTS*

The bargaining agent 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:

- 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 the employer's 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 to be performed.

## ARTICLE 6

### EMPLOYMENT PRACTICES

- [RECRUITMENT PRIOR TO INITIAL HIRING](#)
- [NOTICE OF VACANCIES](#)
- [JOB CHANGE ENCOURAGED WITHOUT PENALTY](#)
- [NEPOTISM](#)

#### **6.1 POSSIBLE DURATION AND EXTENT OF EMPLOYMENT**

The anticipated “duration” of employment or expectation of continued employment is determined by whether the position is “permanent” or “temporary.” The number of hours of scheduled work or “extent” of employment is determined by whether the position is “full-time” or “part-time.” The following define the types of available positions regarding “duration” and “extent” of employment.

##### A. Permanent Employee

A permanent employee is one who has completed the probationary period in a permanent position. The employment of the permanent employee is of unlimited duration and once the probationary period has been served may not be discharged without cause.

##### B. 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. No temporary employee may be changed to the status of a permanent employee but any temporary employee may apply for any permanent position for which a recruitment is being conducted. Temporary employment may be discontinued without cause, but at least five (5) working days of notice of discontinuance shall be given those employed for a specified term or on a monthly basis. Temporary full-time positions are subject to all collective bargaining requirements.

##### C. Full-Time Employees

Any employee regularly scheduled to work at least forty (40) hours per week is a full-time employee. Full-time employees may be either permanent or temporary.

##### D. Part-Time Employee

Any employee who works less than a regular forty (40) hour week is a part-time employee. Part-time employees may be either permanent or temporary.

## **6.2 RECRUITMENT 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.

## **6.3 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 vacancy shall be accomplished in a manner consistent with the requirements of the employer's nondiscriminatory recruitment procedure.

## **6.4 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.

## **6.5 NEPOTISM**

Nepotism is prohibited as defined by state law (2-2-301, M.C.A.) a copy of which is included in [Addendum B](#).

## ARTICLE 7

### PAY AND HOURS

- [RATES SPECIFIED](#)
- [LONGEVITY PAY](#)
- [PREMIUM PAY](#)
- [MEAL PERIODS](#)
- [REST PERIODS](#)
- [RETIREMENT](#)
- [INSURANCE COVERAGE](#)
- [TRAVEL](#)
- [PAY DAYS AND DEDUCTIONS](#)

#### **7.1 RATES SPECIFIED**

Employees covered by this agreement shall be compensated for hours worked at the appropriate hourly rate specified for the position in [Addendum A](#). Such compensation shall commence upon the date of hire or when specified in this agreement.

#### **7.2 LONGEVITY PAY**

Effective on the first day of the pay period that includes October 1, 1995, each employee who has completed five (5) years of uninterrupted service shall receive 1.5% of their base salary multiplied by the number of completed, contiguous five (5) year periods of uninterrupted service, in accordance with state statute.

#### **7.3 PREMIUM PAY**

Nonexempt employees, defined as those employees covered by the minimum wage and overtime provisions of state law, are entitled to pay rates in excess of their normal rate of pay in the amounts and under 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 any twenty-four (24) hour period 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.

1. **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. 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 hourly employee working from one (1) to thirty (30) minutes overtime shall be compensated for one-half (1/2) hour and any hourly 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.

B. Compensatory Time Option for Employees

Upon agreement of the employer, the employee, and the bargaining agent an 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 (1) hour of overtime worked.
2. **Maximum Accumulation:** The maximum amount of time which may be accumulated is 160 hours of overtime worked or 240 hours of compensatory time.
3. **Use of Compensatory Time:** An employee must have the appropriate supervisor's prior approval to use accumulated compensatory time.
4. **Payment on Termination:** At the end of the fiscal year or if employment is terminated, any unused compensatory time will be paid to the employee at the regular rate of pay at the time of termination, or the average regular rate received by the employee during the last three (3) years of the employee's employment, whichever is higher.

C. Call Outs

Any hourly employee called out to work early shall receive overtime pay for all time worked prior to the regularly scheduled work period. When an employee has worked six (6) or more hours immediately prior to starting the employee's regular work shift and the employee is required by the employer to continue working, the employee shall receive overtime compensation until such time as the employer relieves that employee from duty. Any hourly employee called out to work after an eight (8) hour day or forty (40) hour week shall be guaranteed a minimum of two (2) hours of overtime work.

D. Show Up Guarantee

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 (4) hours of work. If no work is available, the employee shall receive four (4) hours of regular pay in lieu of work.

E. Phone calls to an employee at his or her residence by an authorized representative of the employer regarding a work related problem which is resolved over the phone will be recorded and compensated as work time in half hour (thirty minute) increments at the applicable rate.

#### **7.4 MEAL PERIODS**

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

#### **7.5 REST PERIODS**

Full-time employees shall be allowed a fifteen (15) minute rest break in both the first and second half of each scheduled shift. Part-time employees shall be allowed a fifteen (15) minute rest break within each four (4) consecutive hour work period. Any employee who works more than two (2) hours after the end of the regular shift is entitled to a fifteen (15) minute paid rest period and an additional fifteen (15) minute paid rest period every four (4) hours of overtime thereafter. It shall be the supervisor's responsibility to make time available to ensure each employee receives such rest break. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

#### **7.6 WORK DAY AND WORK WEEK**

##### **A. Work Day**

The basic straight-time work day shall be eight (8) consecutive hours, exclusive of lunch periods, for all employees. Employees who are required to work overtime on the previous day may with supervisory approval 1) utilize either accrued compensatory time or annual leave or 2) modify their work hours in order to provide for a reasonable rest period between shifts. Where an employee is required to work late in the evening, that employee's work schedule for the subsequent day may be modified by the employer for safety reasons if such modification is communicated to the employee prior to the beginning of the workshift.

##### **B. Work Week**

A workweek shall be considered from midnight Sunday to midnight of the following Sunday each week. Eight (8) hours between the hours of 8:00 a.m. and 5:00 p.m. with no more than one (1) hour for lunch period shall constitute a working day with the exception that scheduled starting and quitting times may be adjusted by up to two (2) hours by mutual agreement. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week.

### C. Alternate Work Week

An alternate workweek schedule such as ten (10) hours per day, four (4) days per week may be mutually agreed to by the employer, affected employee or employees, and the bargaining agent.

If such a schedule is mutually agreed to, only those hours in excess of the agreed upon schedule, or forty (40) hours per week shall be considered overtime and paid at one and one-half (1-1/2) times the normal rate.

If such a schedule arrangement is no longer mutually agreeable to either party, at least ten (10) working day notice must be given in advance of the change in working schedule. Annual leave and sick leave will be charged for the actual hours taken, i.e., an employee will be charged ten (10) hours of annual leave or sick leave for such full day of leave. State statute provides for eight (8) hours off with pay for each observed holiday. Employees may exercise one of the following options if a holiday falls on a scheduled work day.

1. Take two (2) hours of annual leave.
2. Take two (2) hours of leave without pay.

## **7.7 RETIREMENT**

Employees shall participate in the Public Employees Retirement System in accordance with state law. Employees who have questions concerning retirement should write or call:

The Public Employees Retirement Division  
1712 Ninth Avenue  
Helena, MT 59601  
Phone: 444-3154

## **7.8 INSURANCE COVERAGE**

### A. Group Insurance

The employer contribution to health insurance for eligible employees shall be in accordance with state statute. From July 1, 2001 to June 30, 2002 the employer contribution is \$325.00. From July 2, 2002 to June 30, 2003 the employer contribution is \$366.00. The employer will continue to make contributions on behalf of employees for up to four (4) months while an employee is on Workers' Compensation leave of absence as a result of an injury sustained while employed at a unit of the university system.

### B. State Insurance

1. **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. **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.

## **7.9 TRAVEL**

Travel expenses will be paid in accordance with state statute.

## **7.10 PAY DAYS AND DEDUCTIONS**

Any employee shall be entitled upon written request to have any of the following deducted from wages: university sponsored health or life insurance, approved tax sheltered annuities, dues or service fee to bargaining agent. Other deductions may be made with approval of the designated campus representative.

## ARTICLE 8

### LEAVES AND HOLIDAYS

- [ANNUAL VACATION LEAVE](#)
- [SICK LEAVE](#)
- [JURY DUTY OR SUBPOENA](#)
- [MILITARY TRAINING LEAVE](#)
- [DISCRETIONARY LEAVE](#)
- [PUBLIC SERVICE LEAVE](#)
- [BARGAINING AGENT REPRESENTATIVE LEAVE](#)
- [MATERNITY LEAVE](#)
- [EFFECT OF LEAVE WITHOUT PAY](#)
- [HOLIDAYS](#)

#### **8.1 ANNUAL VACATION LEAVE**

Employees shall be eligible for annual vacation leave in accordance with state statute, a copy of which is attached in [Addendum B](#), and the following provisions.

##### A. Time Vacation Taken

In the event of conflicting requests for vacation, the employee with seniority shall prevail.

##### B. 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.

##### C. Split Vacations

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

##### D. Charges by the Quarter Hour

Vacation charges shall be recorded in quarter (1/4) hour increments. E. Extension by Leave Without Pay

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

#### **8.2 SICK LEAVE**

Employees shall be eligible for sick leave in accordance with state statute, a copy of which is attached in [Addendum B](#), and the following provisions.

A. Definitions

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

B. Policy

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

C. Reporting

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

D. Charges in Excess of Credits

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

E. Charges by the Quarter Hour

Sick leave shall be recorded in quarter (1/4) hour increments.

F. Physician's Certificate

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

G. Medical Appointments

Medical appointments may be charged to sick leave, provided the minimum time charged is not less than one-quarter (1/4) hour. The employee must notify the supervisor of a medical appointment at least twenty-four (24) hours in advance except in case of emergency.

H. Pregnancy as Illness

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

I. Holidays Not Charged

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

J. 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.

K. Employer Substantiation of Abuse

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

L. 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.

M. Workers' Compensation Not Charged

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

### **8.3 JURY DUTY OR SUBPOENA**

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

#### **8.4 MILITARY TRAINING LEAVE**

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

#### **8.5 DISCRETIONARY LEAVE**

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

#### **8.6 PUBLIC SERVICE LEAVE**

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

#### **8.7 BARGAINING AGENT REPRESENTATIVE LEAVE**

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

#### **8.8 MATERNITY LEAVE**

Eligible employees shall be granted maternity leave in accordance with state statute, a copy of which is attached in [Addendum B](#).

#### **8.9 EFFECT OF LEAVE WITHOUT PAY**

When on leave without pay, an employee retains none of the benefits or burdens of employment except a right to return to employment. Neither vacation nor sick leave credits accrue during a leave of absence without pay. If the leave exceeds fifteen (15) calendar 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 leaves without pay in excess of fifteen (15) calendar days. No holiday pay is paid for holidays which fall during leave without pay; nor is a person a

state employee during such leave for purposes of state insurance coverage or use of state property or facilities, including state vehicles.

## **8.10 HOLIDAYS**

### A. Holidays Listed

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

2. The Board of Regents of Higher Education may designate the following business days as holidays for campus employees in exchange for the same number of legal holidays enumerated above in accordance with 20-25-306, M.C.A. , except that the Board of Regents may not exchange New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

- 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 or New Year's Day if either holiday falls on Thursday.

### B. Holiday Pay

Employees shall receive regular pay for all holidays, and time worked on any holiday shall be compensated at the rate of time and one-half (1-1/2) in addition to regular holiday pay. Holiday pay is paid for the holiday listed and not for the observed day.

### C. Eligibility for Holiday Pay

In accordance with 2-18-603, M.C.A., in order to be eligible for holiday pay, an employee must be in a pay status on the last regularly scheduled 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.

D. Additional Day Off

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

E. Part-Time Prorated

Part-time permanent employees shall be granted holidays on a prorated basis provided they normally work at least twenty (20) hours per week.

F. Holiday Layoff

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

## ARTICLE 9

### TERMS AND CONDITIONS OF EMPLOYMENT

#### 9.1 OUTSIDE EMPLOYMENT

#### 9.2 VEHICLE REGISTRATION AND PARKING

#### 9.3 EMPLOYMENT RECORDS

#### 9.4 EDUCATIONAL LEAVE AND FEE WAIVERS

#### 9.5 ETHICAL CONDUCT

#### 9.6 STAFF PARTICIPATION IN GOVERNANCE

#### 9.7 UNAUTHORIZED USE OF SERVICES, PROPERTY, OR FACILITIES

#### 9.8 SAFETY OF WORKING CONDITIONS

#### 9.9 CONTRACTING FOR SERVICES

#### 9.10 EMERGENCY USE OF HEALTH SERVICE

#### 9.11 PROTECTIVE CLOTHING OR UNIFORMS

#### 9.12 TOOLS PROVIDED

#### 9.13 JOB SAFETY

#### 9.14 TRAINING

#### 9.15 PRESCRIPTION SAFETY GLASSES

#### 9.16 LICENSES AND CERTIFICATIONS

#### **9.1 OUTSIDE EMPLOYMENT**

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

#### **9.2 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.

#### **9.3 EMPLOYMENT RECORDS**

Any employee shall be entitled, upon request, to see any of his/her own employment records in the possession of the employer.

#### **9.4 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.

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

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

#### B. Fee Waivers

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

### **9.5 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 MCA includes several specific prohibitions and provides for significant penalties including fines and imprisonment for violators.

### **9.6 STAFF PARTICIPATION IN GOVERNANCE**

The employer shall not discontinue staff participation in governance and shall continue to grant nonacademic membership on committees when in the best interest of the institution or when the function of the committee is affected with nonacademic staff interests. Staff participation in governance shall not be regarded as an incursion into the area of exclusivity of representation which is the right of the bargaining agent except as to those matters specifically negotiated in the collective bargaining agreement. Nothing in this section requires either the establishment or the continuation of committees or the concurrence with any recommendations thereof.

### **9.7 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.

### **9.8 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. (50-71-203, M.C.A.) Powder actuated tools shall be used only by an accredited operator. There will be scheduled meetings of bargaining unit employees during which safety issues will be discussed.

## **9.9 CONTRACTING FOR SERVICES**

It is the intent 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 make every reasonable effort to retain the employees covered by this agreement and will not make any arrangements to contract with any outside firm for any of the services ordinarily rendered by said employees which would jeopardize their continued employment without disclosure to the bargaining agent sufficiently in advance to accommodate negotiation between the parties of the contemplated action. The employer shall not enter into any such contract for services unless it can be proven that said contract would result in increased efficiency of operations by way of obtaining the same services at less cost or additional services for the same cost, or unless it can be proven that such action is necessitated by financial exigency. The provisions of this paragraph are subject to the grievance procedure and no work which would result in displacement of any employee within the bargaining unit shall be contracted prior to a final decision on any grievance filed under the terms of this paragraph.

## **9.10 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.

## **9.11 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. Coveralls will be made available for exceptionally dirty work.

## **9.12 TOOLS PROVIDED**

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

### **9.13 JOB SAFETY**

On all energized circuits or equipment which carry 440 volts or over, or in transformer vaults, as a safety measure two (2) or more journeymen must work together.

### **9.14 TRAINING**

Employees may submit requests for all or partial reimbursement for the cost of upgrade classes and other job related training. Such requests will be reviewed on a case-by-case basis and will be approved or denied based on job relatedness, the cost of the training, benefit to the employer and employee, and the dollars available to fund such training. The employer will provide reimbursement to employees for the cost of twenty-four (24) hours of approved training over a three (3) year period. If such training is held during regular working hours, employees shall be released from their regular assignments without any loss of pay.

The employer and the union will work together to identify appropriate training for employees who are assigned work with high voltage electricity.

### **9.15 PRESCRIPTION SAFETY GLASSES**

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

### **9.16 LICENSES AND CERTIFICATIONS**

Employees classified as journeyman electricians and foreman electricians are responsible for maintaining a current, valid electrician's license. The cost of the electrician's license shall be borne by the employee. The employer will reimburse employees for the cost of any additional licenses or certifications which are required by the employer. In addition to the training provided for in Section 9.14, employees shall be reimbursed for the cost of employer approved training which is required to maintain certifications required by the employer.

## ARTICLE 10

### PROBATION AND SENIORITY

- [SENIORITY](#)

#### **10.1 PROBATIONARY PERIOD**

It is the policy of the employer to employ qualified personnel whose ability to perform the services for which they are hired is not contingent upon additional education or training. The first four (4) consecutive months of employment of any employee hired into a permanent position shall be a period of probation. Failure to notify an employee of discharge within the probationary period shall result in the achievement of permanent status and preclude discharge without cause.

#### **10.2 SENIORITY**

##### A. Seniority Defined

Seniority means a permanent employee's length of continuous service with the employing campus in a bargaining unit position. The seniority date for all permanent employees shall typically be the most recent date of hire in a bargaining unit position.

1. **Prior Seniority Recognized:** Seniority shall cease to accrue if an employee is transferred or promoted to a position out of the bargaining unit. Upon the return to a bargaining unit position, it shall be the responsibility of the employee to inform the employer in writing of the employee's eligibility for recognition of prior seniority credits.
2. **Seniority Revoked:** Seniority shall be revoked upon termination, permanent layoff, discharge for cause, retirement or a transfer or promotion out of the bargaining unit exceeding one (1) year. Seniority is not transferable between campus units of the university system nor between bargaining units.

##### B. Seniority Rights

The right of seniority may be exercised by the employee with regard to layoffs, recalls to employment and employment preference. Both layoffs and recalls to employment shall be in order of seniority within a classification. The employee last hired will be the first released within a classification and the employee last released will be the first hired within a classification. Where qualifications of applicants for any position are equal in other respects, an employee with seniority shall prevail. Seniority is not transferable between units of the Montana University System.

## ARTICLE 11

### DISCONTINUANCE OF EMPLOYMENT

#### 11.2 PERMANENT DISCONTINUANCE OF EMPLOYMENT

#### 11.3 EMPLOYEE ASSISTANCE PROGRAM

##### **11.1 TEMPORARY DISCONTINUANCE OF EMPLOYMENT**

Temporary discontinuance of employment differs from permanent discontinuance in that the employee retains the right to reinstatement to employment after expiration of the specified period of discontinuance or the right to reinstatement consistent with the employee's retained seniority rights. Temporary discontinuance of employment may occur as follows:

##### A. Layoff

In the absence of funds to continue the position or work to be performed by the employee holding the position, the employer may lay off the employee for a specified or indefinite term. When the term expires or the reason for the layoff ceases to exist, the employee shall have the right to be reinstated to the position consistent with the employee's retained seniority rights.

##### B. Scheduled Layoff

An employee's employment may be temporarily discontinued at certain regularly scheduled times or intervals mutually understood to be an inherent condition of the employment. Upon expiration of the term specified, the employee shall be reinstated to employment as specified by the employment agreement.

##### C. Layoff and Recall Procedure

Except for scheduled layoffs, the employer shall give at least ten (10) working days notice to employees who are to be laid off. Employees will be eligible for recall for up to one (1) year from the date of layoff. Both the employee and the bargaining agent shall be notified by certified mail of any recall to employment and if the employee fails to communicate acceptance of the offer of reemployment within ten (10) working days from the date of receipt of the offer, the employee shall be considered as having forfeited the right to reemployment.

##### **11.2 PERMANENT DISCONTINUANCE OF EMPLOYMENT**

Permanent discontinuance of employment, without retention of seniority or any other contractual right or obligation with respect to employment, shall result from any of the following.

A. Resignation

Any employee may resign any position at any time. Resignations should be in writing, dated, specify the date on which the resignation is to be effective, state the reasons for resigning, and be given to the supervisor far enough in advance of the effective date of intended departure to facilitate recruitment of a replacement. No employee may be summarily discharged for tendering a letter of resignation to the employer.

B. Disability

In the event that an employee becomes incapable of performing the regular duties of the employee's position, and sick leave and annual leave have been exhausted without correction or removal of the disability, then an employee shall be granted up to a maximum of one (1) year cumulative leave without pay. Should the employee still be incapable of performing the regular duties of the employee's position, then the employer shall discontinue the employment permanently and recruit a permanent replacement for the position. The employer shall assist the disabled employee to determine and pursue rights under workers' compensation or disability insurance and, where feasible, shall seek to reemploy the employee in any other position for which the employee may qualify.

C. Discharge

Discharge of an employee results in permanent discontinuance of employment and any rights of the employee incident to the employment relationship.

1. **Discharge Without Cause:** Temporary employees and employees who have not completed the period of probation herein provided may be discharged by the employer without cause consistent with the terms of their employment agreement.
2. **Discharge With Cause:** No permanent employee who has completed the probationary period may be discharged without cause.
3. **Legal Protections and Rights of Discharged Employees:** The employer is prohibited from blacklisting a discharged employee in accordance with 39-2-801, M.C.A. Employees shall be furnished, upon demand, with reasons for their discharge in accordance with 39-2-801, M.C.A. No employee may be terminated because of attachment or garnishment of wages in accordance with 39-2-302, M.C.A. Statutory provisions cited herein are included in [Addendum B](#).
4. **Right to Written Warning:** Prior to a discharge or suspension of a permanent employee, such employee shall normally be given written warning. However, the parties agree there are certain types of misconduct which may appropriately result in immediate discharge or suspension and no written warning will be required in such instances.

All discharges, suspensions, and warning letters must be approved by the Personnel or Labor Relations Department prior to implementation. The following seven test questions will be used to determine just cause for suspension or discharge.

- a. Was the employee given advance warning of the possible or probable disciplinary consequences of his or her conduct?
  - b. Was the rule or order reasonably related to the efficient and safe operation of the agency?
  - c. Before administering discipline, did the employer make an effort to discover whether the employee did, in fact, violate a rule or order of management?
  - d. Was the employer's investigation conducted fairly and objectively?
  - e. Did the investigation produce substantial evidence or proof that the employee was guilty as charged?
  - f. Had the employer applied its rules, orders and penalties without discrimination?
  - g. Was the degree of discipline administered in the particular case reasonably related to 1) the seriousness of the employee's proven offenses, and 2) the employee's record of service?
5. **Duration of Warning Letter Limited:** 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 (1) year. If the warning letter is to remain in the file for longer than six (6) months, the employee will be provided an interim written progress report by the supervisor within six (6) months from the issuance of the warning letter. The bargaining agent shall receive a copy of all warning letters. Warning letters are subject to the grievance procedure.
6. **Means of Effecting Discharge:** The discharge of an employee shall be effected by giving written notice of discharge to the employee. A copy of such notice shall also be provided the bargaining agent.
7. **Wages of Discharged Employee:** When an employee is discharged, all unpaid wages are due and payable on the next regular pay day for the pay period during which the employee was discharged or within fifteen (15) calendar days from the date of discharge, whichever occurs first.
8. **Discharge Subject to Grievance Procedure:** Any controversy between the parties regarding discharge or disciplinary action may be pursued through the regular grievance procedure provided in section 12 of this agreement.

### **11.3 EMPLOYEE ASSISTANCE PROGRAM**

The employer recognizes that behavioral health problems which affect performance (e.g., drug and alcohol dependency and emotional problems) may be correctable through treatment or counseling. When a permanent employee's work performance is adversely affected by such problems, the employer will bring the work deficiencies to the attention of the employee and, if requested, will help the employee in identifying local community

resources which can provide professional assistance. Employees who seek assistance will not have their job security or promotional opportunity jeopardized by the request for assistance.

If in a reasonable period of time, job attendance requirements are not met and/or the employee fails to seek assistance the employer may take disciplinary action up to and including discharge.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### 12.2 TIME LIMIT ON PRESENTATION

#### 12.3 STEPS OF THE GRIEVANCE PROCEDURE

#### 12.4 GRIEVANCE COMMITTEE

#### 12.5 ARBITRATION

#### 12.6 RULES OF GRIEVANCE PROCEDURE

##### **12.1 DEFINITION OF GRIEVANCE**

A grievance is any controversy between the parties to this agreement which pertains to (1) any matter involving interpretation of this agreement, and (2) any matter involving a violation of any of the provisions of this agreement. The employer agrees that the bargaining agent may pursue all complaints through the appropriate channels.

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

Any grievance must be presented to the bargaining agent within twenty (20) days of occurrence. Within ten (10) days of notification of the grievance, the bargaining agent shall present the grievance to the appropriate supervisor. Any grievance which is not filed within these time limits shall be invalid and without further recourse.

##### **12.3 STEPS OF THE GRIEVANCE PROCEDURE**

Step 1: Within five (5) days of receipt of the grievance by the supervisor, the supervisor and the bargaining agent shall make every reasonable effort to resolve the grievance.

Step 2: If unresolved within five (5) 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 (5) days.

Step 3: If the grievance is still unresolved, it may be presented in writing, within five (5) days from receipt of the department head's response to the personnel office or designated grievance officer. The personnel office or the designated grievance officer shall have ten (10) days from receipt of the grievance to respond in writing.

##### **12.4 GRIEVANCE COMMITTEE**

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

## **12.5 ARBITRATION**

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

In the event the grievance committee is unable to arrive at an agreement within the time specified, the bargaining agent and the grievant may submit the matter to arbitration by giving written notice of their intention to arbitrate to the campus personnel office with a copy to the Commissioner of Higher Education within five (5) days from the date the committee decision was due. If the bargaining agent wishes to bypass the grievance committee and proceed directly to arbitration, the request for arbitration must be sent within ten (10) days from the personnel office's step 3 response.

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

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

### **C. Authority of Arbitrator**

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

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

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

## **12.6 RULES OF GRIEVANCE PROCEDURE**

### **A. Definitions and Timeframes**

Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days which are not designated as holidays. In computing any period of time prescribed herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. Time limits specified herein may be extended by mutual agreement of the parties involved at that step of the procedures.

### **B. Written Grievances**

Grievances presented in writing shall include all of the following:

1. complete statement of the grievance and the facts upon which it is based; and
2. the contractual provisions which have been allegedly violated and the remedy or correction requested.

## ARTICLE 13

### EFFECT OF AGREEMENT

- [REFERENCES TO STATUTES IN THE CONTRACT](#)
- [INTERIM AMENDMENT](#)

#### **13.1 SAVINGS CLAUSE**

If any part of/or provision herein is/or shall be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of court of competent jurisdiction such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **13.2 REFERENCES TO STATUTES IN THE CONTRACT**

Throughout this contract, benefits provided to all state employees by statute are summarized. These benefits are changed from time to time by the legislature. The intent of the parties is that employees will receive benefits in accordance with current state statutes.

#### **13.3 INTERIM AMENDMENT**

Either the bargaining agent or the employer may request a meeting for the purpose of negotiating changes in this agreement during the effective period thereof, and upon mutual agreement of the parties, changes may be negotiated and made effective upon any date agreed upon by both parties subject to appropriate ratification by the bargaining unit and the Board of Regents.

## **ARTICLE 14**

### **CONTRACT TERM AND NEGOTIATIONS SCHEDULE**

#### **14.1 CONTRACT TERM**

This contract shall be in full force and effect from July 1, 2001, to and including June 30, 2003. The contract shall be considered as renewed from year to year thereafter unless either party requests change or termination in accordance with Section 14.2.

#### **14.2 NEGOTIATIONS SCHEDULE**

Either party desiring to change or terminate this agreement must notify the other in writing on or before April 30, 2001. Whenever notice for change is provided, the nature of the changes desired must be specified in the notice.

#### **14.3 NEGOTIATIONS PROCEDURE**

Negotiations shall be conducted in accordance with 39-31-101 through 39-31-409 MCA.

**ADDENDUM A**  
**TO CONTRACT BETWEEN**  
**THE MONTANA UNIVERSITY SYSTEM**  
**AND**  
**THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**

**I. WAGES**

All employees in the following classifications will be compensated as follows effective on the first day of the pay period that includes November 1st.

	<b>November 1, 2001</b>	<b>November 1, 2002</b>
Journeyman Electrician	18.77	19.52
Foreman Electrician	19.87 20.62	

Temporary employees shall be hired at the prevailing downtown rate, unless an alternate benefits package has been negotiated between the union and the employer.

**Fire Alarm Certification :** Effective November 1, 2001, any employee who has been assigned the responsibility for maintaining fire alarms and who obtains and maintains all required certifications shall receive a fifty (50) cent per hour salary differential for the duration of the assignment. The selection of the employee(s) to be given the responsibility for maintaining fire alarms is at the complete discretion of the employer. The employer will give an employee thirty (30) calendar days notice before discontinuing the employee's assignment for fire alarm maintenance. Such discontinuance is not grievable.

**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 his or her former position and salary at the end of the temporary promotion.

When an employee is assigned the duties and responsibilities of a higher paid bargaining unit employee for more than two (2) consecutive working days, the employee will receive the higher hourly rate of pay from the first day.

**Recruitment and Retention Exception:** If a unit of the university system advertises two (2) vacancies in any twelve (12) month period and receives no qualified and acceptable applicants, the unit may with the approval of the Commissioner of Higher Education, choose to pay a wage rate higher than the minimum rate established in Addendum A. The Commissioner of Higher Education may also consider an alternative method of documenting a recruitment and retention problem upon the request of a unit. Upon approval of the Commissioner of Higher Education, all newly hired and existing employees in the bargaining unit shall receive the higher wage rate. The bargaining agent shall be notified in writing of the new wage rate and effective date at least five (5) working days prior to implementation. The employer has the option of discontinuing the practice of paying a higher wage than specified in Addendum A when, in its sole judgment, there is no longer the need for the recruitment exception. The employer will notify the bargaining agent in writing at least ten (10) working days prior to discontinuing the recruitment exception. No continuing employee will suffer a reduction in wages as a result of the discontinuation of the recruitment exception.

## II. SCOPE OF WORK

A. The scope of this agreement covers all electrical work coming under the nature of maintenance, repair and renovation to the university facilities.

B. The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

C. At the employer's discretion employees may be assigned to perform work on new construction projects within the limits prescribed by state law. The employer has the prerogative to contract or subcontract work performed by bargaining unit employees.

## III. UNION PENSION PLAN

Any unit of the University System at which all employees covered by this agreement desire to participate in the Union Pension Fund shall execute the required trust agreement and make appropriate payments to the fund in lieu of wages.

# ADDENDUM B

## STATE STATUTES

**2-2-301. Nepotism defined.** Nepotism is the bestowal of political patronage by reason of relationship rather than of merit.

**2-2-303. Agreements to appoint relative to office unlawful.** It shall further be unlawful for any person or any member of any board, bureau, or commission or employee of any department of this state or any political subdivision thereof to enter into any agreement or any promise with other persons or any members of any boards, bureaus, or commissions, or employees of any department of this state or any of its political subdivisions thereof to appoint to any position of trust or emolument any person or persons related to affinity within the second degree.

**2-18-603. Holidays -- observance when falling on employee's day off.** (1) Any full-time employee who is scheduled for a day off on a day which is observed as a legal holiday, except Sundays, shall be entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and his supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off, provided the employee is in a pay status on his last regularly scheduled working day immediately before the holiday or on his first regularly scheduled working day immediately after the holiday. Part-time employees receive pay for the holiday on a prorated basis according to rules adopted by the department of administration or appropriate administrative officer under 2-18-604.

(2) For purposes of this section, the term "employee" does not include nonteaching school district employees.

**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:

<b>Years of employment</b>	<b>Working days credit</b>
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.

**39-2-302. Discharge or layoff of employee because of attachment or garnishment prohibited.** No employer shall discharge or lay off an employee because of attachment or garnishment served on the employer against the wages of the employee.

**39-2-801. Employee to be furnished on demand with reason for discharge.** It is the duty of any person after having discharged any employee from his service, upon demand by such discharged employee, to furnish him in writing a full, succinct, and complete statement of the reason of his discharge and if such person refuses so to do within a reasonable time after such demand, it is unlawful thereafter for such person to furnish any statement of the reason of such discharge to any person or in any way to blacklist or to prevent such discharged person from procuring employment elsewhere, subject to the penalties and damages prescribed in this part.

**39-31-204. Right of nonassociation with labor organization on religious grounds -- requirements and procedure for assertion of right.**

(1) No public 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 a particular or any labor organization, may be required to join or financially support that particular labor organization or any labor organization if the tenets or teachings oppose a requirement that any labor organization be joined or supported as a condition of employment if such public 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 would otherwise be payable, a sum of money equivalent to such periodic union dues, initiation fees, and assessments to a nonreligious nonunion charity designated by the labor organization. Such public 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 nonpayment of dues, initiation fees, or assessments under the applicable collective bargaining agreement.

(2) A public employee desiring to avail himself or herself to the right of nonassociation with a labor organization as provided in this section shall make written application to the chairman of the board of personnel appeals. Within 10 days of the date of receipt of such application, the

chairman shall appoint a committee of three, consisting of a clergyman 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 chairman. The committee shall within 10 days of the date of its appointment meet at the locale 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 nonassociation with such labor organization. The committee's decision shall be made in writing within 3 days of the meeting date, and a copy thereof shall be forthwith mailed to such public employee, labor organization, and the chairman of the board of personnel appeals.

**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.

**50-71-201. Employer to provide safe workplace and to purchase, furnish, and require use of health and safety items -- safe practices.** Each employer shall:

- (1) furnish a place of employment that is safe for each of his employees;
- (2) with the exception of footwear, purchase, furnish, and require the use of health and safety devices, safeguards, protective safety clothing, or other health and safety items, including but not limited to air masks, hardhats, and protective gloves, that may be required by state or federal law, the employer, or the terms of an employment contract, unless the terms of a collective bargaining agreement provide otherwise.
- (3) adopt and use practices, means, methods, operations, and processes that are reasonably adequate to render the place of employment safe; and
- (4) do any other thing reasonably necessary to protect the life, health, and safety of his employees.

**50-71-203. Removal or refusal to use health and safety items prohibited.** A person may not:

- (1) remove, displace, damage, destroy, carry off, or refuse to use any health and safety device, safeguard, protective clothing, or other health and safety item furnished for his use by his employer;
- (2) interfere with the use of any required health and safety device, safeguard, protective clothing, or other health and safety item by any other person;
- (3) interfere with the use of a method or process adopted for the protection of an employee in the place of employment; or
- (4) fail to do any other thing reasonably necessary to protect the life, health, and safety of employees.